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*Attorneys for Plaintiff Jeremy Stanfield  
and the Proposed Class*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

JEREMY STANFIELD, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TAWKIFY, INC.,

Defendants.

**Case No. 3:20-cv-07000-WHA**

**DECLARATION OF ELLIOT CONN IN  
SUPPORT OF PLAINTIFF'S OPPOSITION  
TO DEFENDANT TAWKIFY, INC.'S  
CONVERTED MOTION FOR SUMMARY  
JUDGMENT**

Date: August 12, 2021  
Time: 8:00 a.m.  
Courtroom: 12  
Judge: Hon. William H. Alsup

1 I, ELLIOT CONN, declare as follows:

2 1. I am an attorney duly admitted to practice before this Court. I am an attorney at  
3 Conn Law, PC, attorneys of record for Plaintiff Jeremy Stanfield in this action. I have personal  
4 knowledge of the facts set forth herein. If called as a witness, I could and would competently  
5 testify to the matters stated herein.

6 **Exhibits in Support of Opposition to Motion for Summary Judgment**

7 2. Attached hereto as **Exhibit A** are excerpts from the Deposition of Plaintiff Jeremy  
8 Stanfield taken on May 26, 2021.

9 3. Attached hereto as **Exhibit B** are excerpts from the Deposition of Tawkify, Inc.  
10 Corporate Representative Thane Schultz, taken on June 23, 2021.

11 4. Attached hereto as **Exhibit C** is a true and correct copy of excerpts from Tawkify,  
12 Inc.'s Supplemental Responses to Plaintiff's Interrogatories, Set One.

13 5. Attached hereto as **Exhibit D** is a true and correct copy of a page produced by  
14 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00101, which set forth  
15 Tawkify's payment records for the payment made by Plaintiff Jeremy Stanfield.

16 6. Attached hereto as **Exhibit E** is a true and correct copy of the page produced by  
17 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00098, which reflect an  
18 email receipt that Tawkify sent to Plaintiff Jeremy Stanfield on June 29, 2020. Tawkify's counsel  
19 has provided authorization for this document to be filed publicly.

20 7. Attached hereto as **Exhibit F** is a true and correct copy of the page produced by  
21 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00123, which sets forth the  
22 "Client Agreement" that Tawkify contends Plaintiff confirmed on July 7, 2020. Tawkify's  
23 counsel has provided authorization for this document to be filed publicly.

24 8. Attached hereto as **Exhibit G** is a true and correct copy of the page produced by  
25 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00124, which sets forth the  
26 "Client Agreement" that Tawkify contends Plaintiff confirmed on July 13, 2020. Tawkify's  
27 counsel has provided authorization for this document to be filed publicly.

28 9. Attached hereto as **Exhibit H** is a true and correct copy of a page produced by

1 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00166, which Tawkify  
2 contends is its Refund Policy from May 1, 2020 through August 1, 2020. Tawkify's counsel has  
3 provided authorization for this document to be filed publicly.

4 10. Attached hereto as **Exhibit I** is a true and correct copy of pages produced by  
5 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00167-  
6 TAWKIFY\_STANFIELD\_00176, which set forth the Tawkify Terms of Use. Tawkify's counsel  
7 has provided authorization for this document to be filed publicly.

8 11. Attached hereto as **Exhibit J** is a true and correct copy of printout of the "Tawkify  
9 Privacy Policy," "Last Updated October 2019," available at <https://tawkify.com/w/privacypolicy>.

10 12. Attached hereto as **Exhibit K** is a true and correct copy of pages produced by  
11 Tawkify, Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00198-  
12 TAWKIFY\_STANFIELD\_00200, which show a text message conversation between Plaintiff and  
13 Tawkify representative Kari Fairchild.

14 13. Attached hereto as **Exhibit L** is a true and copy of pages produced by Tawkify,  
15 Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00001-  
16 TAWKIFY\_STANFIELD\_00004, which show a customer service request "ticket" opened on  
17 July 13, 2020, and set forth email exchanges between Plaintiff and Tawkify representatives.

18 14. Attached hereto as **Exhibit M** is a true and copy of pages produced by Tawkify,  
19 Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00005-  
20 TAWKIFY\_STANFIELD\_00006, which show a customer service request "ticket" opened on  
21 July 15, 2020, and set forth email exchanges between Plaintiff and Tawkify representatives.

22 15. Attached hereto as **Exhibit N** is a true and copy of pages produced by Tawkify,  
23 Inc. in discovery, bates stamped TAWKIFY\_STANFIELD\_00105-  
24 TAWKIFY\_STANFIELD\_00122, which show a customer service request "ticket" opened on  
25 July 19, 2020, and set forth email exchanges between Plaintiff and Tawkify representatives.

26 //

27 //

28 //

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct, and this Declaration is executed on July 14, 2021, at San Francisco,  
3 California.

4 /s/ Elliot Conn  
5 ELLIOT CONN

# **Exhibit A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO

JEREMY STANFIELD, on behalf of )  
himself and all others )  
similarly situated, )  
 )  
Plaintiff, )  
 )  
vs. ) Case No. 3:20-cv-  
 ) 07000-WHA  
TAWKIFY, INC., et al.; and )  
DOES 1-25, )  
 )  
Defendants. )  
\_\_\_\_\_ )

REMOTE VIDEOTAPED DEPOSITION OF JEREMY STANFIELD  
WEDNESDAY, MAY 26, 2021, 10:01 A.M.  
MURRIETA, CALIFORNIA

REPORTED BY:  
Tami L. Le  
CSR No. 8716, RPR  
  
Job No. 60670

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1           **A       Independently review?**

2           Q       Meaning other than --

3           **A       Sorry.**

4           Q       Meaning other than what your attorney sent  
5       you, did you affirmatively look for documents to  
6       review for this deposition today?

7           **A       No.**

8           Q       Other than with your attorney, did you  
9       discuss this deposition with anyone else?

10          **A       No.**

11          Q       Mr. Stanfield, you are aware that a  
12       lawsuit's been filed by you against my client,  
13       Tawkify, Inc.; that's correct?

14          **A       Yes.**

15          Q       And it relates to your interactions with  
16       Tawkify representatives regarding matchmaking  
17       services; is that a fair statement?

18          **A       Yes.**

19          Q       Okay. So let's go back a little bit for --  
20       to the year 2020. We're now in 2021.

21               What made you decide that you wanted to use  
22       matchmaking services from any company?

23          **A       I was on Facebook and they advertised on**  
24       **Facebook, and I was inquiring about it. It was --**  
25       **we were in the middle of a pandemic and obviously we**

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1     were -- very difficult to go out and meet people.  
2     So I thought it might -- might be something that  
3     could work for me as far as having a company do --  
4     do the work or find a -- find a match. So I  
5     inquired on their -- on their advertisement on  
6     Facebook.

7           Q     Okay. And before seeing the advertisement  
8     on Facebook, were you interested in matchmaking  
9     services generally?

10          A     No.

11          Q     All right. What was it about the ad that  
12     drew your attention, if you can recall?

13          A     They just offered a concierge service to  
14     help you find a mate, so it basically made sense  
15     during COVID for me.

16          Q     And when you say "a mate," are you  
17     referring to someone to date or are you thinking  
18     marriage or something -- something else?

19          A     I mean, I'm a relationship type of person,  
20     so I -- any time I bring anyone into my life, it's  
21     typically for the long haul, hopefully.

22          Q     Were you looking to settle down and get  
23     married?

24          A     Sure, yeah. Sorry. Yes.

25          Q     Do you recall when you saw that ad on

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1 Facebook, what day in particular in 2020?

2 **A I don't remember the exact date, but it was**  
3 **in the middle of June of 2020.**

4 Q If I were to say June 15th, would that date  
5 strike you as not being the correct date or?

6 **A I couldn't -- I couldn't really say**  
7 **specifically, but it -- it was around there, pretty**  
8 **close. I'm sure -- you might have documents that**  
9 **prove so. If you want to pull them up or show them**  
10 **to me, I can verify.**

11 Q Yeah, we'll get there.

12 **A Sure.**

13 Q Actually, walk me through the process a  
14 little bit that you went through when you actually  
15 made contact with someone from Tawkify. So let's  
16 start with viewing the ad.

17 What did you do, physically or otherwise,  
18 directly after seeing the ad to initiate contact  
19 with Tawkify?

20 **A Basically it was just a contact form that**  
21 **you filled out so somebody would get in touch with**  
22 **you. It's a pretty common form for any -- anything**  
23 **on Facebook.**

24 Q So you clicked on the ad on Facebook and it  
25 took you to some other page with some, you know --

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1 (Simultaneous speaking.)

2 **A It took you to a contact form, so you just**  
3 **fill out basic contact info for someone to get in**  
4 **contact with you.**

5 Q I apologize. Give me one second. I'm  
6 getting an alert that my battery's low on a  
7 computer.

8 Can we go off the record just a minute so I  
9 can pull something else up on my computer?

10 MR. CONN: Sure. That's not a problem.

11 THE VIDEOGRAPHER: We are off the video  
12 record. The time is 10:32 a.m.

13 (Discussion held off the record.)

14 THE VIDEOGRAPHER: Okay. We are now back  
15 on the video record. The time is 10:36 a.m.

16 Q BY MR. GRAHAM: Okay. Mr. Stanfield, just  
17 wanted to circle back on something before we go  
18 forward.

19 So during the deposition, we have to be  
20 sure that you're not communicating with anyone else,  
21 including your lawyer, via text, email or any other  
22 means.

23 Can you confirm that you have not been  
24 doing that so far?

25 **A So I run a sales team for Solar, so, I**

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1           **A**     **Yeah, that was the -- I want to say that**  
2     **was the day we talked. It was either Thursday or**  
3     **Friday, the 25th or 26th, that I spoke with Kari.**  
4     **She's the salesman that was actually on time.**

5           **Q**     **Okay. All right.**

6                     And so you talk with Kari on the 26th. She  
7     asked if you want to run the package. And then you  
8     say:

9                     "Hi Kari, I'm going to do the  
10                    credit card on Monday. Heading out  
11                    of town with Gia for the weekend."  
12                    Gia's your daughter; correct?

13          **A**     **Yeah, it's short for Giovanna.**

14          **Q**     **"I'm committed though. To recap**  
15                    it's 3700 for 6 potential dates in  
16                    a 40 mile radius."  
17                    Did I read that correctly?

18          **A**     **Yes.**

19          **Q**     **Okay. Then she says:**

20                    "That's correct. You've got  
21                    those numbers right. I'll give you  
22                    a million dollars if you do it  
23                    today. Please!" And then a big  
24                    smiley emoji.  
25                    Is that right?

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1           **A       Correct.**

2           Q       So you and Dani ultimately had a  
3       conversation on the 14th of July 2020; correct?

4           **A       Correct.**

5           Q       Okay. And did you say anything to her that  
6       was different from what you said in the email in  
7       terms of substance or was it a similar sort of  
8       complaint?

9           **A       It was similar.**

10          Q       Okay.

11          **A       All the same concerns --**

12          Q       Sorry. Continue, sir.

13          **A       It was all the same concerns about the Zoom**  
14       **date, the 70 percent, the incompatibility of the**  
15       **date. I went over all the same things basically as**  
16       **the email, correct.**

17          Q       Okay. And what, if anything, did she say  
18       to you in response to that?

19          **A       So she actually -- and she said she's not**  
20       **supposed to do this, but whatever. She went into**  
21       **the portal and pulled up the profile of the first**  
22       **date. And she was -- basically said, "Wow, yeah,**  
23       **this is not a good match for you. I would have**  
24       **never set you up with someone like this,**  
25       **personality-wise or looks-wise. I'm going to have**

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1 to talk to Gaby about this," basically, I don't  
2 know, reprimanding her or asking where her head was  
3 at. And she said that she would give me a credit  
4 towards this date basically, like it didn't count  
5 because this wasn't a good match and that all my  
6 concerns were a hundred percent justified.

7 And then she pulled up the second person's  
8 profile because I was still concerned about going on  
9 the second date. Didn't really want to. Kind of  
10 told her I wanted to cancel, wasn't really  
11 comfortable and, you know, that every aspect of the  
12 service wasn't great from communication to  
13 disclosure to service. And -- well, worse than not  
14 great. It was horrible.

15 And then she basically said, "Let me pull  
16 up the second date and check her out." And, again,  
17 she's, like, "I'm not supposed to do this."

18 But she said, "Whoa, this person's a great  
19 match for you. She's beautiful and just your body  
20 type." She said all the things that would make me  
21 feel comfortable to go on the second date.

22 And I reluctantly agreed to go on it,  
23 but -- and I wish I hadn't, but she was very  
24 convincing and she basically made it sound like, you  
25 know, the first date didn't count and I would get

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1 credit for it, and the second date was basically  
2 going to be my first date because the first one  
3 didn't count. So that's it.

4 Q Okay. And after that phone call, did she  
5 follow up with you further in any other means?

6 A Did she follow -- I don't believe so. I  
7 don't -- I don't remember or recall her following up  
8 after that.

9 Q Okay. And that was the same date -- the  
10 same day as your second date that was going to be  
11 that night; correct?

12 A Right, yeah. So I -- like I say, I told  
13 her I didn't really want to go on the date and I  
14 wanted to stop the service. And she did her best to  
15 convince me to go on that date. So, yeah, it was  
16 the same day. The date was that night on July 14th.

17 Q Okay. Did you -- after having that  
18 conversation with her, did you send something in  
19 writing saying "No, I just want to cancel. I don't  
20 want to go on the second date"?

21 A I did not.

22 Q Okay.

23 I'm going to pull up the next exhibit.

24 This is Exhibit 8. Exhibit 8.

25 For the record, it's Bates-numbered

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1 email from Dani that was like a form email, the  
2 email I complained about when we talked about it  
3 earlier, it might have said nonrefundable.

4 Q Before -- I'm sorry. I didn't mean to  
5 interrupt you, sir.

6 A Sure.

7 Q Please continue if you have more to say.

8 A Oh, regarding the match, I -- Dani didn't  
9 speak to me about it being nonrefundable. She did  
10 give me a form letter about the policy in an email  
11 that said nonrefundable, but when we spoke on the  
12 phone, she said I would get a credit for that match.  
13 She didn't say it was nonrefundable or that it  
14 doesn't count if I don't get a -- or if I request a  
15 refund. That was never discussed.

16 Q All right. I just want -- I want to make  
17 sure we're talking apples to apples and clarify.  
18 So --

19 A Sure.

20 Q -- before this date, August 7, 2020, when  
21 you're getting this email from Alexis that says  
22 "non-refundable bonus match," had you received  
23 communication from Tawkify before using that same  
24 phrasing, a "non-refundable bonus match" --  
25 (Simultaneous speaking.)

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1 have asked for a full refund if that was, you know,  
2 the case. They clearly admitted that it was not  
3 good service and a bad -- bad match and shouldn't be  
4 counted, and that goes for both of them.

5 But as far as this particular thing, it's  
6 crystal clear that they're using the words  
7 "nonrefundable." It's in writing. I mean...

8 Q Did anyone at Tawkify ever tell you when  
9 they credit a match back to your account that that  
10 means that you get a full refund for that match if  
11 you decide not to go forward with Tawkify services?

12 A Did anyone -- the conversation with Dani --  
13 I believe her name was Dani -- she said that I  
14 shouldn't have got that match and that I will get a  
15 full credit for that match. She didn't mention  
16 anything about refunds. We didn't even talk about  
17 refunds at that point, but she did say that I would  
18 get credit, but she didn't say it was nonrefundable  
19 or doesn't -- you know, as far as I'm concerned, if  
20 she's going to give me a credit, I should have  
21 canceled right then and gotten a full refund because  
22 she had already admitted that she was giving me a  
23 credit. She didn't say it was a nonrefundable  
24 credit, but -- those words were never used at that  
25 time.

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1 August 26, 2020; correct?

2 A Correct, yes.

3 Q Okay. Let me stop that document.

4 Are there any other amounts of money that  
5 you feel -- excuse me. Strike that.

6 Is there an additional amount that Tawkify  
7 owes you, in your view?

8 MR. CONN: Objection to the extent it calls  
9 for legal -- it calls for legal conclusion.

10 But go ahead and answer.

11 THE DEPONENT: Is there any amount that  
12 Tawkify owes me? As far -- if you're referring to,  
13 like, more, like, damages, financially, that's up --  
14 you know, I leave that up to my attorney to figure  
15 out.

16 Q BY MR. GRAHAM: Well, I'm asking you. As  
17 far as you are concerned, is there an additional  
18 amount of money that you believe Tawkify owes you?

19 A I mean, I -- besides losing \$3,700 for  
20 months at a time for services I don't think were  
21 rendered, it was a lot of time -- my time, my  
22 emotion, stress over several periods of -- you know,  
23 several months dealing with this.

24 So, yeah, I mean, I can't give you a dollar  
25 amount, but I do feel they -- they should compensate

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1 me further, and that's up to my attorney to figure  
2 out.

3 Q Okay. Other than what your attorney would  
4 say, is there any other basis that you would assert  
5 entitles you to additional money from Tawkify?

6 A I just stated what other situations.  
7 This -- the stress, losing the money for months,  
8 emotional stress, the money I spent on the dates. I  
9 mean, I can't quantify it. That's not -- that's not  
10 up to me to quantify it, but, I mean, I don't know  
11 how many times you want me to say the same thing.

12 Q Well, I just want to get the full breadth  
13 of what you say you're entitled to financially.

14 A Okay.

15 Q All right. So let's walk through that.  
16 You mentioned a couple things.

17 You said the money you spent on dates. So  
18 how much money did you spend on the dates?

19 A How much money did I spend? 3,700.

20 Q No, no, no. Let's just be clear. So just  
21 Tawkify services.

22 When you said the money you spent on the  
23 dates, are you referring to the money you spent  
24 going on the dates in terms of buying drinks or  
25 dinner or something like that?

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1           A     My time, gas, what I spent on the dates.  
2     Just the stress of going through it and going  
3     through two situations that I should have never been  
4     put into. I mean, you know, other than that, I  
5     mean, there's no other factors that I can think of  
6     right now as far as the dates are concerned.

7           Q     Okay. Let's walk through each of those.  
8                 So you mentioned -- how much did you spend  
9     on gas for each date?

10          A     Gas. So it's about a two-hour drive each  
11     way, so my time -- gas alone was probably like, I  
12     don't know, 10, 20 bucks.

13          Q     Okay. Per date?

14          A     Per date.

15          Q     Okay. 10 to \$20 per date. So that's a  
16     maximum of \$40 in gas for two dates.

17                 You said the cost of the dates. What money  
18     did you pay during the date that you believe you're  
19     entitled to from Tawkify?

20          A     I don't know if I'm entitled to that. I --  
21     but I'll tell you -- I mean, that's for the judge  
22     and my lawyer to figure out.

23                 But I'll tell you the first date, I spent  
24     like 40 -- 40, 50 bucks offhand. I can find the  
25     receipts later. I don't know the exact amount. And

JEREMY STANFIELD

May 26, 2021

1 DEPOSITION OFFICER'S CERTIFICATE

2

3 STATE OF CALIFORNIA )  
4 COUNTY OF ORANGE ) ss.  
5 )  
6 )

7

I, TAMI L. LE, hereby certify:

8

I am a duly qualified Certified Shorthand  
9 Reporter in the State of California, holder of  
10 Certificate Number CSR 8716 issued by the Court  
11 Reporters Board of California and which is in full  
12 force and effect. (Fed. R. Civ. P. 28(a)).

13 I am authorized to administer oaths or  
14 affirmations pursuant to California Code of Civil  
15 Procedure, Section 2093(b), and prior to being  
16 examined, the deponent was first duly sworn by me.  
17 (Fed. R. Civ. P. 28(a), 30(f)(1)).

18 I am not a relative or employee or attorney  
19 counsel of any of the parties, nor am I a relative  
20 or employee of such attorney or counsel, nor am I  
21 financially interested in this action. (Fed. R.  
22 Civ. 28).

23 I am the deposition officer that  
24 stenographically recorded the testimony in the  
25 foregoing deposition and the foregoing transcript is

JEREMY STANFIELD

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1 a true record of the testimony given by the witness.  
2 (Fed. R. Civ. P. 30(f)(1)).

3 Before completion of the deposition, a review  
4 of the transcript [x] was [ ] was not requested.  
5 If requested, any changes made by the deponent (and  
6 provided to the reporter) during the period allowed,  
7 are appended hereto. (Fed. R. Civ. P. 30(e)).  
8

9 Dated: May 28, 2021.  
10

11  
12   
13 TAMI L. LE

14 Certified Shorthand Reporter No. 8716, RPR  
15  
16  
17  
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21  
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24  
25

# **Exhibit B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

JEREMY STANFIELD,	)	
individually and on	)	
behalf of all others	)	
similarly situated,	)	
	)	
Plaintiff,	)	Case No.
	)	
vs.	)	3:20-cv-07000-WHA
	)	
TAWKIFY, INC.,	)	
	)	
Defendant.	)	
_____	)	

Contains Portions Designated as Confidential

VIDEO-RECORDED 30 (b) 6 DEPOSITION OF  
THANE SCHULTZ ON BEHALF OF TAWKIFY, INC.

June 23, 2021

Conducted Via Video Conference

Pages 1 - 196

Reported by:

Lisa O'Sullivan  
Ca CSR No. 7822  
Az CR No. 50952  
RMR, CRR

THANE SCHULTZ

June 23, 2021

1 through one of the various ways to access client  
2 support, and then the client support is essentially  
3 client success. So there was somewhere -- somewhere  
4 in there, Mr. Stanfield made a request to refund, and  
5 that's what she's referring to.

6 BY MR. SCHREIBER:

7 Q. Does Tawkify track its interactions with  
8 clients like Mr. Stanfield in some sort of database?

9 A. Yes.

10 Q. And is there a notation in a client's file  
11 notating whether the client has requested a refund?

12 A. So there's no client file, per se, other  
13 than the platform we use to handle communications.  
14 But however, on the -- on the client's profile page,  
15 there's -- all the way to the right, there's what we  
16 call an activity feed, and in that activity feed, it  
17 will track any client-related -- any CS/client  
18 interactions.

19 And it will -- it will, you know -- I'll  
20 have to take a look at it because I look at so many  
21 things all day, but it will -- it will give -- it  
22 will give the basis, refund cancellation request, the  
23 date, and the person who has -- the person in CS  
24 who's interacted with the client per that request.

25 Q. In the summer of 2020, what was Tawkify's

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1 policy with respect to who would enter that  
2 information about a refund request into the --

3 A. Yeah.

4 MR. GRAHAM: I'm going to object as to  
5 scope. One second, Mr. Schultz. By "summer of  
6 2020," that it's limited to June 2020 to August 2020.

7 Go ahead.

8 A. Okay. It would have been really -- I  
9 believe any member of the CS team who's handling that  
10 particular client interaction is enabled to -- to  
11 enter or to take the action that triggered the  
12 notation on the activity feed, if that -- if that  
13 makes sense to you.

14 BY MR. SCHREIBER:

15 Q. Just focusing on Mr. Stanfield, the --  
16 well, strike that.

17 Did the refund policy at Tawkify change at  
18 any time from June 1st to September 1st of 2020?

19 A. Sorry. I was expecting the objection.

20 MR. GRAHAM: Well, I will note an objection  
21 as to scope in terms of the time frame. Let's limit  
22 the answer to June 1, 2020 to the end of August 2020.

23 Go ahead.

24 A. The end of August? Yes. Yes, it did.

25 ///

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1 BY MR. SCHREIBER:

2 Q. Okay. When did it change?

3 A. So you're -- sorry. The date was June,  
4 June 20 -- June 2020 to end of August 2020?

5 Q. Yes.

6 A. And we're referring to a change in the  
7 refund policy?

8 Q. Correct.

9 A. Okay. So there's -- I know there's  
10 documents produced for this, so the dates are in  
11 there, but there was -- so there was a -- there was  
12 a -- so I know it's outside the time, but there was  
13 an April change that was sort of --

14 MR. GRAHAM: Thane, just you've got to  
15 limit it between June and August.

16 A. Oh. Yes, it changed. So it changed once  
17 then.

18 BY MR. SCHREIBER:

19 Q. When?

20 A. But the refund policy that Mr. Stanfield  
21 was operative to had changed prior to June.

22 Q. So let me ask the question so the record's  
23 clear. Did the refund policy change between June 1st  
24 of 2020 and August 31st of 2020?

25 A. Yes, it did.

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1 Q. When?

2 A. It changed August. August 1st, 2020.

3 Q. Did you have anything to do with the change  
4 in policy?

5 A. No.

6 Q. You personally.

7 A. No.

8 Q. So you didn't draft it?

9 A. Nope.

10 Q. Are you aware of what changed in the refund  
11 policy as of August 1st?

12 A. Yes, generally.

13 Q. Okay. What changed?

14 A. So I believe the biggest change was we had  
15 decided to -- or Tawkify had decided to retain -- to  
16 just have a three-match retainer policy, so in all --  
17 in all cases, we would retain three matches.

18 Q. And that was a departure from what the  
19 policy had been prior to August 1st. Is that  
20 correct?

21 A. That is correct.

22 Q. What was the policy prior to August 1st?

23 A. The policy prior to August 1st was we would  
24 retain two matches. Yes, we'd retain two matches.

25 Q. On Exhibit B to your declaration.

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1 Q. So Mr. Stanfield was a client?

2 A. Yes.

3 Q. Does Tawkify use the terminology  
4 "customer"?

5 A. Very rarely. Very rarely. It's either --  
6 yeah. As pertains to customers such as  
7 Mr. Stanfield, it was always clients.

8 Q. And in the June-July-August 2020 time  
9 frame, did Tawkify use the term "member"?

10 A. Yes.

11 Q. What did "member" mean at that time?

12 A. Yes. "Member" means a person who is not --  
13 has paid never more -- always \$99. It's an annual  
14 fee. They're not assigned a matchmaker. They're not  
15 actively matched by a matchmaker. They actually form  
16 part of the pool for which clients -- from which  
17 client matches are sourced, and they -- so but they  
18 basically just sat in the -- they pay \$100 or \$99 to  
19 sit in the pool as a potential match for one of the  
20 clients.

21 Now, we also from time to time did some  
22 marketing blitzes where we offered free trial  
23 memberships, and it was essentially the same, the  
24 same membership, only they didn't pay.

25 MR. GRAHAM: Just want to assert trade

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1 MR. GRAHAM: Objection to the extent it  
2 calls for trade secret pricing information.  
3 Designate this as confidential.

4 You can answer if you know.

5 A. Does Tawkify have a what? Sorry. Repeat  
6 that. I got the other part of the sentence, but does  
7 Tawkify have a what as to the cost?

8 BY MR. SCHREIBER:

9 Q. A policy or a procedure document that  
10 identifies the cost of each date in Mr. Stanfield's  
11 package of dates.

12 MR. GRAHAM: Same objection.

13 You can answer.

14 A. A policy or a procedure document that  
15 identifies the cost. No, I don't believe so.

16 BY MR. SCHREIBER:

17 Q. So what was the value of one date in  
18 Mr. Stanfield's six-date package?

19 MR. GRAHAM: Objection to the extent it  
20 calls for trade secret information. Designate this  
21 as confidential. And object on calls for  
22 speculation.

23 You can answer if you know.

24 MR. CONN: Hold on. I'm going to object.  
25 Judge Alsup's very clear. You can't say "if you

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1 know."

2 MR. GRAHAM: Okay. Strike that "if you  
3 know."

4 You can answer subject to those objections.

5 A. Sorry. And repeat that question again for  
6 me? I've lost it here.

7 MR. SCHREIBER: I'm going to ask the court  
8 reporter to read that back.

9 (Record is read as follows:)

10 "Q. So what was the value of one  
11 date in Mr. Stanfield's six-date  
12 package?"

13 A. Oh. Well, it was -- it would be the value  
14 of the total cost divided by the -- by the number of  
15 dates, which is what, \$3700 divided by six. I'm not  
16 sure.

17 Q. In June of 2020, the Tawkify policy was  
18 that the value of each date in a package of dates  
19 represented the numerator, and then the denominator  
20 is the cost of the package?

21 MR. GRAHAM: Objection to the extent it  
22 calls for trade secret information. Designate this  
23 as confidential. And calls for speculation.

24 You can answer.

25 A. I'm not -- that's -- I mean, that's --

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1 that's a way to determine it.

2 BY MR. SCHREIBER:

3 Q. Was there a Tawkify policy in June of 2020  
4 that identified the value of each date in a package  
5 of dates purchased by a customer?

6 MR. GRAHAM: Same objections.

7 A. There was -- there was -- I guess I'm  
8 getting hung up on your policy -- your description of  
9 it as a policy.

10 BY MR. SCHREIBER:

11 Q. Well, how did Tawkify determine in June and  
12 July of 2020 how much each date was valued at when a  
13 customer purchased a package of dates?

14 MR. GRAHAM: Objection. Calls for -- one  
15 second. Object as to trade secret, designate this as  
16 confidential. Calls for speculation.

17 A. Okay. But doesn't it -- isn't this the  
18 same question as earlier, as how is a package priced?  
19 And it's sort of, you know, there's costs of client  
20 acquisition, there's perceived value, there's  
21 position in the market.

22 BY MR. SCHREIBER:

23 Q. This is a different question. This is  
24 the -- this question concerns the value of each date  
25 within a package of dates and what Tawkify's policy

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1 was with respect to valuing each date.

2 So with Mr. Stanfield, he purchased a  
3 package of six dates for \$3700.

4 A. Uh-huh.

5 Q. I asked you earlier what Mr. Stanfield's --  
6 each date Mr. Stanfield purchased was valued at by  
7 Tawkify, and --

8 MR. GRAHAM: Object to form.

9 MR. SCHREIBER: Sorry, Counsel. Real  
10 quick.

11 Q. Your testimony, if I understood correctly,  
12 is that it was six into 3700. So one date is worth  
13 one sixth of \$3700. Is that correct?

14 MR. GRAHAM: All right.

15 A. Yes.

16 MR. GRAHAM: Before you answer -- before  
17 you answer, object as to trade secret, designate as  
18 confidential. Calls for speculation. Vague and  
19 ambiguous and compound.

20 You can answer.

21 A. Yes. That would be a way to determine the  
22 value of each date within each package.

23 BY MR. SCHREIBER:

24 Q. Well, I understand it's a way to determine,  
25 but I'm interested in how Tawkify determined it. Is

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1 that how Tawkify determined the value of one date in  
2 June and July of 2020?

3 A. I believe so.

4 MR. GRAHAM: Same objections. Same  
5 objections. Continue.

6 BY MR. SCHREIBER:

7 Q. And thus to use a different hypothetical,  
8 if someone purchased a five-day package for \$2500 in  
9 June of 2020, the value of one date, according to  
10 Tawkify, would be \$500. Is that correct?

11 MR. GRAHAM: Objection. Calls for  
12 speculation. Incomplete hypothetical. Calls for  
13 trade secret information, and confidential.

14 You can answer.

15 A. Not necessarily correct. I don't believe  
16 it's as cut and dried as that. I mean, there's -- so  
17 if you're asking me how do we -- what was the value  
18 of each individual date within Stanfield's package in  
19 particular, well, that would be a way to determine  
20 it. But there's other things that go into measuring  
21 the value of a date.

22 So, like, if he signs up for 12 matches,  
23 well, then obviously the price comes down, and that  
24 sort of thing. So I think -- I think you're losing  
25 me a little bit on -- I don't think we can take that

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1 rate and apply it to each and every other package  
2 that is sold by Tawkify.

3 BY MR. SCHREIBER:

4 Q. And so that's my question, is how does  
5 Tawkify determine as a matter of policy or practice  
6 the value of one date in a package of dates, in the  
7 June-July 2020 time frame?

8 A. Okay. Beyond --

9 MR. GRAHAM: One second. One second,  
10 Mr. Schultz.

11 Objection. Vague and ambiguous. Compound.  
12 Calls for trade secret information. Designate as  
13 confidential.

14 You can answer.

15 A. Yes. I'm sorry, Counsel. Beyond -- beyond  
16 what I've told you, that's -- that's the extent of my  
17 knowledge. I do not know.

18 BY MR. SCHREIBER:

19 Q. Are you aware of any document, policy or  
20 procedure document, at Tawkify that was in effect in  
21 June or July of 2020 that sets forth the manner in  
22 which Tawkify values each date purchased in a  
23 multirate package?

24 A. I'm not aware of such document.

25 Q. Do you know who at Tawkify in the June and

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1 It's a whole 'nother thing. The client agreement is  
2 the agreement between Tawkify and the client about  
3 the services to be rendered.

4 Q. The first sentence of that section says,  
5 "The client agreement is preliminary  
6 expectation-setting prior to your welcome meeting."

7 A. Uh-huh.

8 Q. What does that mean?

9 A. There's a --

10 MR. GRAHAM: Object that the document  
11 speaks for itself.

12 But go ahead.

13 A. There's some language in there that kind of  
14 just generally outlines what the service is about.

15 BY MR. SCHREIBER:

16 Q. And what is a matchmaker's welcome meeting?

17 A. Yeah. A matchmaker's welcome meeting is  
18 really essentially that. They welcome the client.  
19 And the purpose is to get to know them, to -- and to  
20 get to know them really relevant to their priorities  
21 and preferences for finding a match. And also to  
22 explain a little bit about how the service works.  
23 And also to set, you know, communication standards  
24 and methods. And then, in a way, also outline, you  
25 know, expectations.

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1 BY MR. SCHREIBER:

2 Q. In June, July, or August of 2020, did  
3 Tawkify provide written notice to clients or  
4 potential clients that they had the right to receive  
5 a full refund until midnight of the third business  
6 day after the day on which they signed an agreement  
7 to receive -- or excuse me -- to cancel their  
8 service?

9 MR. GRAHAM: Objection to the extent it  
10 calls for a legal conclusion and to the extent it  
11 does not relate to Mr. Stanfield's interaction with  
12 Tawkify in June of 2020 when he signed up.

13 You can answer.

14 A. Sorry, Counsel. Can you repeat that  
15 question or just break it -- break it up into one or  
16 two? Did Tawkify require?

17 Or can you read that question back to me,  
18 please?

19 (Record is read as follows:)

20 "Q. In June, July, or August of  
21 2020, did Tawkify provide written notice  
22 to clients or potential clients that  
23 they had the right to receive a full  
24 refund until midnight of the third  
25 business day after the day on which they

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1 signed an agreement to receive -- or  
2 excuse me -- to cancel their service?"

3 MR. SCHREIBER: I'll go ahead and reask  
4 that question so it's clearer.

5 Q. In June, July, or August of 2020, did  
6 Tawkify provide individuals who purchased services  
7 from Tawkify written notice that they had a right to  
8 cancel their contract or receive a full refund until  
9 midnight of the third business day after the  
10 purchase?

11 MR. GRAHAM: Same objections. Also  
12 compound, calls for a legal conclusion, and beyond  
13 the scope of Mr. Stanfield's particular signup and  
14 payment for Tawkify services.

15 You can answer.

16 A. I do not believe Tawkify did provide --  
17 provide written notice of that.

18 BY MR. SCHREIBER:

19 Q. Did Tawkify provide such notice to  
20 Mr. Stanfield in June or July of 2020?

21 A. Not that I have seen.

22 Q. Did Tawkify provide, in June, July, or  
23 August of 2020, anything in writing that contained  
24 the following statement?

25 "You, the buyer, may cancel this agreement

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1 without any penalty or obligation at any time prior  
2 to midnight of the original contract seller's third  
3 business day following the date of this contract,  
4 excluding Sundays and holidays.

5 "To cancel this agreement, mail or deliver  
6 a signed and dated notice or send a telegram which  
7 states that you, the buyer, are canceling this  
8 agreement or words of similar effect. This notice  
9 shall be sent to," and then include the name of  
10 Tawkify and the address of Tawkify.

11 MR. GRAHAM: Objection. Compound. Calls  
12 for a legal conclusion.

13 You can answer.

14 And -- sorry. And beyond the scope of the  
15 time period that Jeremy Stanfield signed up for  
16 Tawkify services.

17 You can answer.

18 A. I'm sorry, Counsel. Did you say "provide  
19 to Stanfield" at the start of that question?

20 BY MR. SCHREIBER:

21 Q. I said in June, July, or August, did  
22 Tawkify provide a written statement to any clients of  
23 that statement?

24 MR. GRAHAM: Same objections. Compound.

25 Calls for a legal conclusion. Beyond the scope as to

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1 Mr. Stanfield's interaction with Tawkify when he  
2 signed up and paid for services.

3 You can answer.

4 A. No, I don't believe so. Not that I've  
5 seen.

6 BY MR. SCHREIBER:

7 Q. Did Tawkify provide Mr. Stanfield with that  
8 written disclosure?

9 A. I don't believe so, no.

10 Q. In June, July, and August of 2020, did  
11 Tawkify's contract contain language providing that,  
12 quote, "If, by reason of death or disability, the  
13 buyer is unable to receive all services for which the  
14 buyer has contracted, the buyer and the buyer's  
15 estate may elect to be relieved of the obligation to  
16 make payment for services other than those received  
17 before death or the onset of disability"?

18 MR. GRAHAM: Objection. Calls for a legal  
19 conclusion. Compound. Beyond the scope of the time  
20 period that Mr. Stanfield signed up for and paid for  
21 Tawkify services.

22 You can answer.

23 A. I do not believe I've seen that statement  
24 in the client agreement nor the refund policy.

25 However, I -- it may be in the terms of use. I'm not

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1 certain.

2 MR. CONN: Hey, guys, the judge is coming  
3 on in a few minutes.

4 MR. GRAHAM: Okay.

5 BY MR. SCHREIBER:

6 Q. Did Tawkify provide that written disclosure  
7 to Mr. Stanfield in June or July of 2020?

8 A. I don't believe so, not that --

9 MR. GRAHAM: Objection. Asked and  
10 answered.

11 Go ahead.

12 A. Other than if it's in the terms of use.  
13 And we can take a look at the terms of use, but I  
14 don't believe so, but I'm not certain.

15 BY MR. SCHREIBER:

16 Q. Did Tawkify, in June, July, and August of  
17 2020, provide a contract that contained language  
18 stating, "If the buyer has prepaid any amount for  
19 services, so much of the amount prepaid that is  
20 allocable to services that the buyer has not received  
21 shall be promptly refunded to the buyer or his or her  
22 representative"?

23 MR. GRAHAM: Objection. Calls for a legal  
24 conclusion.

25 A. I don't --

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1 MR. GRAHAM: One second. The client  
2 documents, client agreement and refund policy -- the  
3 documents speak for themselves.

4 You can answer.

5 A. I don't believe so.

6 BY MR. SCHREIBER:

7 Q. Do you -- did Tawkify provide a contract to  
8 Mr. Stanfield that contained that language?

9 (Judge Alsup's courtroom joins the  
10 proceedings via telephone.)

11 THE DEPUTY: Good afternoon. This is Judge  
12 Alsup's courtroom deputy. Can everyone hear me okay?

13 MR. GRAHAM: Yes.

14 MR. SCHREIBER: Yes.

15 THE DEPUTY: All right. Can the court  
16 reporter hear me okay?

17 THE REPORTER: Yes. Thank you.

18 THE DEPUTY: All right. I'm going to  
19 conference in the judge. Stand by one moment.

20 All right, folks. I've got Judge Alsup on  
21 the line.

22 THE COURT: Okay. Let's hear who is  
23 present.

24 MR. SCHREIBER: Good afternoon, your Honor.  
25 This is Christian Schreiber for the plaintiff.

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1           You can answer.

2           A.    Yeah.  So I believe, to the best of my  
3   recollection, it was -- it was the last -- it was the  
4   end of July, toward the end of July 2020.

5   BY MR. SCHREIBER:

6           Q.    Do you remember the date?

7           A.    The exact date?  I do not know the exact  
8   date.  I would just be -- I would just be  
9   speculating.  But it was sometime, yeah, within the  
10   last week or two of July.

11          Q.    Does Tawkify have a written policy with  
12   respect to trying to talk clients out of canceling  
13   their services?

14               MR. GRAHAM:  Objection.  Vague and  
15   ambiguous as to "talk out of."

16          You can answer.

17          A.    Yeah.  Well, it's part of the policy to try  
18   to save the client and find out what's going on, see  
19   if they can get their experience back on track.

20   BY MR. SCHREIBER:

21          Q.    What policy is that a part of?

22          A.    It's a part of the -- well, let's say the  
23   talk -- the CS protocol.

24          Q.    Is the matchmaker involved in any way in  
25   attempting to sort of save the client?

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1 A. Required. Yeah, I'm not sure. It's  
2 hard -- can you rephrase the question for me, please?  
3 BY MR. SCHREIBER:

4 Q. Did Tawkify have a policy requiring any  
5 specific type of communication from a client wishing  
6 to cancel their package in the July and August 2020  
7 time frame?

8 A. Not that -- there weren't specific  
9 requirements. Just I suppose the level -- the level  
10 of dissatisfaction the client was expressing about  
11 the service, and perhaps the level of unwillingness  
12 to accept either a -- you know, a gesture of  
13 goodwill, such as a nonrefundable bonus match and a  
14 transition to a new matchmaker.

15 So if a client was unwilling to accept any  
16 sort of remedy, then I guess you could call that  
17 requirements. I'm sorry. I'm struggling with the  
18 word "requirements," but that -- but that was -- sort  
19 of would be the sort of unspoken criteria.

20 Q. So in order for a customer to cancel his or  
21 her package in the June-July-August time frame, the  
22 client would first have to turn down other remedies  
23 before Tawkify would agree to cancel the package?

24 A. Wouldn't have to --

25 MR. GRAHAM: Objection. Misstates prior

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1 testimony.

2 You can answer.

3 A. It's not a prerequisite, so to speak. It's  
4 just the way -- it's just a function of the way the  
5 system would have worked. The CS would have tried to  
6 have saved the client, so to speak, but it's not some  
7 type of prerequisite. They wouldn't have had to  
8 have, you know -- just it would have been a function  
9 of the way the system works.

10 Again, CS would have offered them, you  
11 know, a gesture of goodwill in hopes of saving them,  
12 but it wouldn't have -- it's, you know -- it wouldn't  
13 have been an obstacle towards them being able to  
14 request to cancel.

15 BY MR. SCHREIBER:

16 Q. What was the Tawkify policy in August of  
17 2020 about how quickly a cancellation request would  
18 be processed?

19 A. Yeah. So there was -- there was some -- I  
20 believe there was 60 days. That was because of  
21 internal -- that was -- that was what was provided to  
22 the client, an expectation of 60 days.

23 Q. In August of 2020, it was Tawkify's policy  
24 to take 60 days to officially cancel a client's  
25 account who had requested it?

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1 A. Oh. Sorry.

2 MR. GRAHAM: Hold on one second.

3 Objection. Misstates prior testimony.

4 You can answer.

5 A. I was -- I was thinking refund. No. The  
6 client's -- the client's actual account would have  
7 been canceled immediately if, you know, they said,  
8 "Okay. No, we don't want to go ahead with a new  
9 matchmaker," or, you know, accept a nonrefundable  
10 bonus and continue. The client's account would have  
11 been canceled, like, that day. I was referring to  
12 the refund. I'm sorry.

13 BY MR. SCHREIBER:

14 Q. And in August of 2020, Tawkify's policy  
15 with respect to processing a refund was 60 days?

16 MR. GRAHAM: Objection. Incomplete  
17 hypothetical. Calls for speculation. Strike that.  
18 Not calls for speculation. Vague and ambiguous.

19 You can answer.

20 A. Yeah. Not -- not a policy. More of a  
21 realistic time frame for how long it would take to  
22 process.

23 BY MR. SCHREIBER:

24 Q. So in August of 2020, would Tawkify  
25 communicate to clients who had requested a refund

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1 after canceling their package that a refund would  
2 take up to 60 days to be processed?

3 A. May take up to 60 days.

4 Q. And your testimony is that that was not  
5 Tawkify's policy to take 60 days. Is that correct?

6 A. That's -- that's correct.

7 Q. Did Tawkify have a policy of providing a  
8 refund on -- in August of 2020 for clients who  
9 canceled their package within ten days?

10 MR. GRAHAM: Objection. Vague and  
11 ambiguous.

12 You can answer.

13 A. I'm uncertain.

14 BY MR. SCHREIBER:

15 Q. Are you aware of any Tawkify policy in  
16 August of 2020 that provided for a timeline of less  
17 than 60 days for the processing of a refund from a  
18 client who canceled a package?

19 A. I'm uncertain.

20 MR. GRAHAM: Looks like the witness might  
21 need a break. We've been going for a little bit now,  
22 Christian. Are you opposed to a break, short break?

23 MR. SCHREIBER: That's fine. We can go off  
24 the record.

25 THE VIDEOGRAPHER: Okay. We are off the

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1 terms of use?

2 A. Okay. This looks like there's a reference  
3 to the refund policy under the first heading, maybe  
4 the fifth -- the fourth paragraph. And then it looks  
5 like down under -- under the rules, there's -- the  
6 second-last bullet point, there's a reference --  
7 there's a reference to refund.

8 Q. Which page are you looking at?

9 A. Sorry. I'm looking at -- it's Bates stamp  
10 page 170.

11 Q. Can you read into the record what you're  
12 referring to?

13 A. Yeah. It looks like -- let's see. "You  
14 may cancel." The bullet point -- the very last  
15 bullet point on the page. "You may cancel any  
16 package prior to completion of the total match cycles  
17 included. Payment is retained for any match cycles  
18 used, plus one. Remaining balance of purchase is  
19 refunded in accordance with Tawkify's refund policy."

20 Q. Was that the policy in effect in June,  
21 July, and August of 2020?

22 MR. GRAHAM: Objection. The document  
23 speaks for itself.

24 A. Yeah, I believe so.

25 ///

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1 BY MR. SCHREIBER:

2 Q. Is there any other interaction between the  
3 terms of -- terms of use that's been marked as  
4 Exhibit 9 and the Tawkify refund policy in effect  
5 during June, July, and August of 2020?

6 A. Sorry, Counsel. Can I just have one -- a  
7 moment to review further?

8 Q. Of course. Take your time.

9 A. I do not believe so.

10 Q. Is there anything in the terms of use  
11 regarding the -- Mr. Stanfield's ability to cancel  
12 his package that he purchased?

13 MR. GRAHAM: Objection. The document  
14 speaks for itself. Asked and answered.

15 You can answer this question.

16 A. I do not believe so.

17 BY MR. SCHREIBER:

18 Q. Other than Exhibit 9, the terms of use, the  
19 two client agreements that were previously marked as  
20 exhibits, and the refund policy that was attached to  
21 your declaration and marked, I believe, as Exhibit 2,  
22 are there any other documents that Tawkify provided  
23 to Mr. Stanfield which describe his rights and  
24 remedies with respect to Tawkify?

25 MR. GRAHAM: Objection. Calls for a legal

THANE SCHULTZ

June 23, 2021

1 conclusion as to rights and remedies.

2 A. Other than the terms of use, refund policy,  
3 client agreement/user agreement, and privacy policy,  
4 I do not believe so, no.

5 BY MR. SCHREIBER:

6 Q. Is there anything in any of those documents  
7 that notified Mr. Stanfield that his initial sales  
8 call was going to be recorded?

9 MR. GRAHAM: Objection. Asked and  
10 answered.

11 You can answer.

12 A. No.

13 BY MR. SCHREIBER:

14 Q. Are you aware of any other agreement  
15 between Tawkify and Mr. Stanfield in which Tawkify  
16 disclosed to Mr. Stanfield that there would be a  
17 recording of his telephone call with Tawkify?

18 MR. GRAHAM: Objection. Asked and  
19 answered.

20 But you can answer.

21 A. Sorry, Counsel. Can you repeat the  
22 question? "Are you aware of any other agreement,"  
23 did you say?

24 BY MR. SCHREIBER:

25 Q. Are you aware of any other -- any written

THANE SCHULTZ

June 23, 2021

## REPORTER CERTIFICATION

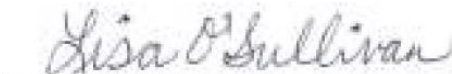
I, the undersigned certified court reporter  
licensed in the states of California and Arizona, do  
hereby certify:

That the foregoing deposition of Thane Schultz  
was taken remotely before me at the date and time  
therein set forth, at which time the witness was put  
under oath or affirmation by me;

That the foregoing pages constitute a full, true,  
and accurate transcript of all proceedings had in the  
matter.

I further certify that I am not related to nor  
employed by any of the parties hereto and have no  
interest in the outcome of the action.

In witness whereof, I have subscribed my name  
this date: June 28, 2021.



Lisa O'Sullivan  
Ca CSR No. 7822  
Az CR No. 50952  
RMR, CRR

# **Exhibit C**

**NELSON MULLINS RILEY & SCARBOROUGH LLP**

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Facsimile: 424.221.7499

Attorneys for Defendant  
TAWKIFY, INC.

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO**

JEREMY STANFIELD, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

TAWKIFY, INC., et al.; and DOES 1 -25,

Defendants.

Case No. **3:20-cv-07000-WHA**

**DEFENDANT TAWKIFY, INC.'S  
SUPPLEMENTAL RESPONSES TO  
PLAINTIFF'S  
INTERROGATORIES, SET ONE**

Assigned to Hon. William H. Alsup

**PROPOUNDING PARTY:** Plaintiff, JEREMY STANFIELD

**RESPONDING PARTY:** Defendant, TAWKIFY, INC.

**SET NUMBER:** ONE (1)

Defendant TAWKIFY, INC. ("Tawkify"), by and through its attorneys and pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of this Court, further responds and objects to Plaintiff Jeremy Stanfield ("Plaintiff" or "Propounding Party") Interrogatories (Set One):

**PREFATORY STATEMENT**

On February 16, 2021, Tawkify filed a Motion to Stay all proceedings in this matter pending resolution of Tawkify’s appeal of the Court’s February 3, 2021 Order Denying Tawkify’s Motion to Compel Arbitration. Please be advised that in supplementing its responses and objections to these Interrogatories, Tawkify does not waive any arguments made in connection with its Motion to Compel Arbitration, which remains pending appeal.

In its Motion to Stay, Tawkify requested that in the event that the Court denied Tawkify’s Motion to Stay, an order be issued limiting discovery to that concerning Plaintiff Jeremy Stanfield only, for the pendency of Tawkify’s appeal, a relief similarly granted by the Court on June 11, 2019 in *Wood v. Team Enterprises, LLC et al.*—even upon a finding that defendants “have not shown that the balance of hardships tips in their favor.” *Wood v. Team Enterprises, LLC, et al.*, C 18,-06867, 2019 WL 2437012 (N.D. Cal. June 11, 2019) (Alsup, W.) (“Nevertheless, in order to mitigate any potential for unnecessary costs, this order limits discovery to that concerning the named plaintiffs for the pendency of defendants’ appeal of the order denying arbitration”). Although the Court denied Tawkify’s Motion to Stay, the Court granted Tawkify’s request to limit discovery to that concerning Plaintiff Jeremy Stanfield only, for the time being. Specifically, the Court held that “classwide discovery will not be allowed at this point,” and that discovery in this case is limited “to what happened with Mr. Stanfield and **his dealings** with the company and particular dates and so forth.” (March 25, 2021 Hearing Transcript, 41:17-42:9 (emphasis added)).

Tawkify denies that Plaintiff’s allegations support any plausible conclusion of liability under applicable law, and has expressly reserved its right to challenge the First Amended Complaint (“FAC”) on separate grounds under Rule 12 or otherwise, and Tawkify has done so. Tawkify will establish at the appropriate time, should it become necessary, that this case is not suitable for class treatment because Plaintiff cannot meet Rule 23’s requirements for class certification. Tawkify also disputes that this case, and the Interrogatories, properly call for classwide discovery because the Ninth Circuit ruled in *In re Williams Sonoma* that pre-certification classwide discovery of the sort Plaintiff seeks is irrelevant and improper under the circumstances presented here. *See In re Williams-Sonoma, Inc.*, 947 F.3d 535 (2020) (“Respondents’ attempt to

1 obtain the class members' names and addresses cannot be forced into the concept of 'relevancy' .  
2 . . .'). The Ninth Circuit further notes that even if the information sought was relevant to class  
3 certification, "[t]hat does not undercut, or water down, the primary point that using discovery to  
4 find a client to be the named plaintiff before a class action is certified is not within the scope of  
5 Rule 26(b)." *Id.* at 540. Specifically, having been apprised by Tawkify that Plaintiff Stanfield, the  
6 only named plaintiff in this case, (1) agreed to an arbitration clause and class action waiver, (2)  
7 has standing and other merits-based deficiencies and issues, and (3) is likely an inadequate and  
8 atypical proposed representative plaintiff, Plaintiff's counsel have embarked on a mission to obtain  
9 the contact information, and other class discovery, for unnamed putative class members to find a  
10 replacement and/or additional lead plaintiffs. Such efforts to expedite class discovery to find new  
11 lead plaintiffs through harassing discovery are improper, unduly burdensome, and inconsistent  
12 with binding Ninth Circuit authority. Plaintiff Stanfield has since agreed, pursuant to the Court's  
13 Order limiting the scope of discovery, that discovery at this time be limited to Plaintiff Stanfield's  
14 individual claims. As of the date to these Supplemental Responses, the parties continue to  
15 disagree, however, on the proper scope of Plaintiff Stanfield's individual claims.

16 The Supplemental Responses set forth below are made as Tawkify understands and  
17 interprets each Interrogatory. If Plaintiff subsequently asserts any interpretation of any  
18 Interrogatory which differs from that of Tawkify, Tawkify reserves the right to supplement these  
19 objections and responses. The Responses are also based on Tawkify's best present knowledge,  
20 documents and information currently available to Tawkify, and belief, formed after making  
21 reasonable efforts to respond to the Interrogatory as required by applicable rules of procedure.  
22 Tawkify's factual investigation and discovery in this matter are ongoing, and additional  
23 investigation and discovery may disclose further information and documents relevant to these  
24 Responses, as could information and documents obtained from Plaintiff through additional  
25 discovery procedures. Tawkify has not concluded its investigation of the facts relating to this case,  
26 formal discovery, or preparation for trial. For that reason, Tawkify's responses to the  
27 interrogatories may also be incomplete. Tawkify reserves the right to produce additional evidence,  
28 to alter or amend the responses set forth herein, and otherwise to assert factual and legal

1 contentions as additional facts are ascertained, analyses are made, and legal research is completed..  
2 Tawkify further reserves the right to assert any applicable objection to the disclosure of any such  
3 additional information or documents.

4 In addition, to the extent that these Interrogatories seek confidential or proprietary business  
5 information and/or trade secrets, or other information protected by any and all rights of privacy  
6 under the United States Constitution or any other applicable privacy or trade secret laws, Tawkify  
7 will provide its Response subject to a stipulated protective order, and other relevant orders such  
8 as an ESI protocol, being entered in this case. None have been entered as of the date of these  
9 Responses.

10 Further, all responses to these Interrogatories are provided without waiver of: (a) Tawkify's  
11 objections to competency, relevancy, materiality, and admissibility of the Responses and the  
12 subject matter thereof in any further proceedings in this or any other action; (b) Tawkify's  
13 privileges and the attorney work product doctrine; (c) Tawkify's right to object to the use of such  
14 responses, or the subject matter thereof, on any ground in any further proceedings in this action;  
15 and (d) Tawkify's right to object to a demand or request for further answers to these or any other  
16 Interrogatories. These Responses and objections are based upon information reasonably available  
17 to Tawkify as of this date and are subject to further investigation, discovery, supplementation and  
18 amendment.

### 19 **GENERAL OBJECTIONS**

20 1. The following General Objections apply to each and every applicable Interrogatory  
21 and are incorporated by reference into each and every applicable response as if set forth in full in  
22 each such numbered response.

23 2. Tawkify objects to each interrogatory in so far as it may be construed as limiting or  
24 restricting Tawkify's right to rely upon any document or information for any purpose whatsoever,  
25 including, but not limited to, the use of responsive information as evidence at any subsequent  
26 hearing, trial or other proceeding.

27 3. Tawkify objects to each interrogatory to the extent that it seeks information  
28 protected from discovery by any applicable privilege, doctrine, or immunity, including, but not

1 limited to, the Attorney-Client Privilege or Attorney Work-Product Doctrine, and Tawkify and  
2 their counsel hereby assert such privileges. Any inadvertent disclosure of protected information  
3 shall not be deemed a waiver of such protection.

4 4. Tawkify objects to each interrogatory to the extent the interrogatory seeks  
5 information not in Tawkify's possession, custody or control on the grounds that it is unduly  
6 burdensome and oppressive.

7 5. Tawkify objects to each interrogatory to the extent it seeks information that is  
8 neither relevant nor proportional to the claims and defenses related to this action. Tawkify further  
9 objects to the Interrogatory in that many do not specify a date range within, and others seek to  
10 require Tawkify to respond with information outside the time period relevant to the allegations  
11 and claims specific to Plaintiff's actual engagement of Tawkify's services and request for  
12 cancellation in the Complaint. To that end, Tawkify also objects to the Interrogatory's use of the  
13 phrase "CLASS MEMBERS" and "CLASS PERIOD" as overly broad, unduly burdensome, and  
14 beyond the scope of permissible discovery, as Plaintiff seeks information spanning a four year  
15 period despite using Tawkify's services for several weeks from June to July of 2020. To the extent  
16 Tawkify provides information outside the time period or other scope of relevance for a particular  
17 interrogatory, it shall not constitute a waiver by Tawkify of its objection or any future objection as  
18 to relevance, proportionality, or any other grounds.

19 6. Tawkify objects to each Interrogatory and/or the "Definitions" and instructions  
20 contained in the Interrogatories to the extent they ask Tawkify to disclose information about  
21 Tawkify's or a non-parties' respective trade secrets, proprietary, or other confidential or  
22 competitively sensitive research, development, business information, or any other information that  
23 is protected by any and all rights of privacy under the United States Constitution, or any other  
24 applicable privacy or trade secret law. Tawkify further objects to each interrogatory to the extent  
25 it exceeds the permissible scope of discovery under the applicable provisions of the Federal Rules  
26 of Civil Procedure, or purport to increase Tawkify's obligations thereunder.

27 7. Tawkify objects to each interrogatory to the extent it seeks publicly available  
28 information that is equally available to Plaintiff.



1 to the extent it demands that Tawkify translate certain produced materials, which it is not  
2 required by the Federal Rules of Civil Procedure. Tawkify also objects that Plaintiff's definition  
3 is overly broad and unduly burdensome to the extent it requires Tawkify to provide a  
4 compilation, summary, or list of information beyond that contained in a document itself. *See* Fed.  
5 R. Civ. Proc. § 34(b)(2)(E)(iii) (“[a] party need not produce the same electronically stored  
6 information in more than one form”). Tawkify also objects that this definition is overly broad  
7 and unduly burdensome insofar as it is not limited to documents and information within  
8 Tawkify's possession, custody, and control, and therefore exceeds the scope of discovery  
9 permitted under the Federal Rules of Civil Procedure.

10 4. Tawkify specifically objects to the Interrogatories' use of the phrases “CLASS  
11 PERIOD” and “CLASS MEMBERS” as overly broad, unduly burdensome, and beyond the  
12 scope of permissible discovery, as Plaintiff seeks information and documents spanning a four  
13 year period despite using Tawkify's services for several weeks from June to July of 2020.

14 5. Tawkify further objects to the extent that these Interrogatories seek personally  
15 identifiable information that invades individuals' right to privacy and is irrelevant to Plaintiff's  
16 claims.

## 17 INTERROGATORIES

### 18 INTERROGATORY NO. 1:

19 State the total number of CLASS MEMBERS.

### 20 RESPONSE TO INTERROGATORY NO. 1:

21 Tawkify incorporates by reference each General Objection, the Prefatory Statement, and  
22 the Objections to the Definitions as if set forth fully herein. Tawkify objects to Plaintiff's use and  
23 definitions of “CLASS MEMBERS” as overly broad, unduly burdensome, harassing, and beyond  
24 the scope of permissible discovery. Plaintiff—a California consumer who used Tawkify's services  
25 for several weeks from June to July of 2020 and received a full refund (even for services already  
26 rendered)—seeks the information of *all consumers in the United States* who have paid Defendant  
27 Tawkify for matchmaking or dating services—regardless of whether refunds were ever  
28 requested—at *any time spanning a four year period*. Tawkify also objects that this Interrogatory

time of Plaintiff's use of Tawkify's services applied to those who used the website from October 2019 to November 2020. Tawkify has not concluded its investigation of the facts relating to this case, formal discovery, or preparation for trial. For that reason, Tawkify's responses to the interrogatories may also be incomplete. Tawkify reserves the right to produce additional evidence, to alter or amend the responses set forth herein, and otherwise to assert factual and legal contentions as additional facts are ascertained, analyses are made, and legal research is completed. If the Court denies Tawkify's Motion in full, and the limitation in discovery requested, Tawkify is agreeable to meet and confer with Plaintiff to discuss a reasonable narrowing of the scope of information requested in this Interrogatory.

#### **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

Below are the dates when the contracts, policies, or procedures produced in response to Plaintiff's Request for Production (Set One) that were in effect during the time that Plaintiff utilized Tawkify's services became effective:

<b>Contract or Policy</b>	<b>Bates No./Range</b>	<b>Effective Date</b>
Matchmaker Handbook	TAWKIFY_STANFIELD_ 00007-97	July 2018
Client Agreement	TAWKIFY_STANFIELD_ 00123	October 2019
Client Agreement	TAWKIFY_STANFIELD_ 00124	June 2020
General Policies	TAWKIFY_STANFIELD_ 00125-165	June 15, 2020
Refund Policy	TAWKIFY_STANFIELD_ 00166	May 1, 2020
Terms of Use	TAWKIFY_STANFIELD_ 00167-176	October 2019

#### **INTERROGATORY NO. 7:**

State the dates when YOUR customers were provided with the right to cancel a DATING SERVICES CONTRACT until midnight of the third business day after the day on which they sign the DATING SERVICES CONTRACT during the CLASS PERIOD.

#### **RESPONSE TO INTERROGATORY NO. 7:**

Tawkify incorporates by reference each General Objection, the Prefatory Statement, and the Objections to the Definitions as if set forth fully herein. Tawkify objects to Plaintiff's use and definitions of "CLASS PERIOD" in this Interrogatory as overly broad, unduly burdensome, harassing, and beyond the scope of permissible discovery. Plaintiff—a California consumer who

1 used Tawkify’s services for several weeks from June to July of 2020 and received a full refund  
 2 (even for services already rendered)—seeks the information of *all consumers in the United States*  
 3 who have paid Defendant Tawkify for matchmaking or dating services—regardless of whether  
 4 refunds were ever requested—at *any time spanning a four year period*. Tawkify also objects that  
 5 this Interrogatory seeks pre-certification class-wide discovery that is irrelevant and improper under  
 6 the circumstances presented here, to the extent it seeks to identify putative class members, *See In*  
 7 *re Williams-Sonoma, Inc.*, 947 F.3d 535 (2020).

8 As of the date of these responses, Tawkify has filed a Motion to Stay all proceedings in  
 9 this matter pending resolution of the appeal, or, alternatively, pending a decision from the Federal  
 10 appellate court on an emergency motion to stay, which will be filed if the Court denies Tawkify’s  
 11 Motion to Stay. Within the filed Motion to Stay, Tawkify further requests that in the event that the  
 12 Court denies Tawkify's Motion, that an order be issued limiting discovery to that concerning  
 13 Plaintiff Jeremy Stanfield only, for the pendency of Tawkify’s appeal, a relief similarly granted by  
 14 the Court on June 11, 2019 in *Wood v. Team Enterprises, LLC et al.*—even upon a finding that  
 15 defendants “have not shown that the balance of hardships tips in their favor.” *Wood v. Team*  
 16 *Enterprises, LLC, et al.*, C 18,-06867, 2019 WL 2437012 (N.D. Cal. June 11, 2019) (Alsup, W.)  
 17 (“Nevertheless, in order to mitigate any potential for unnecessary costs, this order limits discovery  
 18 to that concerning the named plaintiffs for the pendency of defendants’ appeal of the order denying  
 19 arbitration”). Tawkify believes that such relief will be granted if the Court denies Tawkify’s  
 20 Motion to Stay.

21 Subject to the foregoing, objections, Tawkify responds as follows: Tawkify customers in  
 22 select states, including California, are provided the right to cancel at any time prior to midnight of  
 23 the third business day from the date they purchased the services and receive a full refund. Such a  
 24 right is provided by the relevant state law governing dating services contracts. Tawkify has not  
 25 concluded its investigation of the facts relating to this case, formal discovery, or preparation for  
 26 trial. For that reason, Tawkify’s responses to the interrogatories may also be incomplete. Tawkify  
 27 reserves the right to produce additional evidence, to alter or amend the responses set forth herein,  
 28 and otherwise to assert factual and legal contentions as additional facts are ascertained, analyses

are made, and legal research is completed. If the Court denies Tawkify's Motion in full, and the limitation in discovery requested, Tawkify is agreeable to meet and confer with Plaintiff to discuss a reasonable narrowing of the scope of information requested in this Interrogatory.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:**

This Interrogatory exceeds the limits on discovery that the Court ordered on March 25, 2021, when the Court limited discovery to Plaintiff's individual claims only. Specifically, the Court made clear that "classwide discovery will not be allowed at this point," and that discovery in this case is limited "to what happened with Mr. Stanfield and his dealings with the company and particular dates and so forth." (March 25, 2021 Hearing Transcript, 41:17-42:9 (emphasis added)). This Interrogatory calls for classwide discovery. The parameters of discovery provided by the Court, however, was that the parties may take discovery on the "two dates," "this account," and what Plaintiff knew about his right to a refund, and when. (*See id.*) Plaintiff initiated contact with Tawkify on or about June 15, 2020, purchased a six-match package on June 29, 2020, and sought cancellation in July 2020 (albeit the parties disagree as to which exact day the request to cancel was unequivocal). A full refund of all services not yet rendered was provided to Plaintiff by August 1, 2020, and he was provided a further refund of all monies paid by August 26, 2020. Plaintiff's use and engagement of Tawkify's services, therefore, concluded during this time period. It is undisputed that during the time period above when Plaintiff utilized Tawkify's services that Tawkify did not provide in its operative agreements with users or clients language regarding the right to cancel the agreement(s) until midnight of the third business day after the day on which Tawkify's services were purchased.

Tawkify regularly updates its policies, procedures, and agreements in the ordinary course of its business. Tawkify objects to this Interrogatory to the extent it seeks to imply any subsequent change in policies, procedures, or agreements is relevant to Plaintiff Stanfield's individual claims and interactions with Tawkify. Any such implication is inconsistent with proportionate and relevant discovery under Federal Rule of Civil Procedure 26(b)(1) and inadmissible under Federal Rule of Evidence 407.

**INTERROGATORY NO. 8:**

If YOUR customers have not always had the right to cancel a DATING SERVICES CONTRACT until midnight of the third business day after the day on which they signed the DATING SERVICES CONTRACT, state the reasons why

**RESPONSE TO INTERROGATORY NO. 8:**

Tawkify incorporates by reference each General Objection, the Prefatory Statement, and the Objections to the Definitions as if set forth fully herein. As of the date of these responses, Tawkify has filed a Motion to Stay all proceedings in this matter pending resolution of the appeal, or, alternatively, pending a decision from the Federal appellate court on an emergency motion to stay, which will be filed if the Court denies Tawkify's Motion to Stay. Within the filed Motion to Stay, Tawkify further requests that in the event that the Court denies Tawkify's Motion, that an order be issued limiting discovery to that concerning Plaintiff Jeremy Stanfield only, for the pendency of Tawkify's appeal, a relief similarly granted by the Court on June 11, 2019 in *Wood v. Team Enterprises, LLC et al.*—even upon a finding that defendants “have not shown that the balance of hardships tips in their favor.” *Wood v. Team Enterprises, LLC, et al.*, C 18,-06867, 2019 WL 2437012 (N.D. Cal. June 11, 2019) (Alsup, W.) (“Nevertheless, in order to mitigate any potential for unnecessary costs, this order limits discovery to that concerning the named plaintiffs for the pendency of defendants’ appeal of the order denying arbitration”). Tawkify believes that such relief will be granted if the Court denies Tawkify's Motion to Stay.

Subject to the foregoing, objections, Tawkify responds as follows: Tawkify customers in select states, including California, are provided the right to cancel at any time prior to midnight of the third business day from the date they purchased the services and receive a full refund. Such a right is provided by the relevant state law governing dating services contracts. Tawkify has not concluded its investigation of the facts relating to this case, formal discovery, or preparation for trial. For that reason, Tawkify's responses to the interrogatories may also be incomplete. Tawkify reserves the right to produce additional evidence, to alter or amend the responses set forth herein, and otherwise to assert factual and legal contentions as additional facts are ascertained, analyses are made, and legal research is completed. If the Court denies Tawkify's Motion in full, and the

1 limitation in discovery requested, Tawkify is agreeable to meet and confer with Plaintiff to discuss  
2 a reasonable narrowing of the scope of information requested in this Interrogatory.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:**

4 This Interrogatory exceeds the limits on discovery that the Court ordered on March 25,  
5 2021, when the Court limited discovery to Plaintiff's individual claims only. Specifically, the  
6 Court made clear that "classwide discovery will not be allowed at this point," and that discovery  
7 in this case is limited "to what happened with Mr. Stanfield and his dealings with the company  
8 and particular dates and so forth." (March 25, 2021 Hearing Transcript, 41:17-42:9 (emphasis  
9 added)). This Interrogatory calls for classwide discovery. The parameters of discovery provided  
10 by the Court, however, was that the parties may take discovery on the "two dates," "this account,"  
11 and what Plaintiff knew about his right to a refund, and when. (*See id.*) Plaintiff initiated contact  
12 with Tawkify on or about June 15, 2020, purchased a six-match package on June 29, 2020, and  
13 sought cancellation in July 2020 (albeit the parties disagree as to which exact day the request to  
14 cancel was unequivocal). A full refund of all services not yet rendered was provided to  
15 Plaintiff by August 1, 2020, and he was provided a further refund of all monies paid by August  
16 26, 2020. Plaintiff's use and engagement of Tawkify's services, therefore, concluded during this  
17 time period. It is undisputed that during the time period above when Plaintiff utilized Tawkify's  
18 services that Tawkify did not provide in its operative agreements with users or clients language  
19 regarding the right to cancel the agreement(s) until midnight of the third business day after the day  
20 on which Tawkify's services were purchased.

21 Tawkify regularly updates its policies, procedures, and agreements in the ordinary course  
22 of its business. Tawkify objects to this Interrogatory to the extent it seeks to imply any subsequent  
23 change in policies, procedures, or agreements is relevant to Plaintiff Stanfield's individual claims  
24 and interactions with Tawkify. Any such implication is inconsistent with proportionate and  
25 relevant discovery under Federal Rule of Civil Procedure 26(b)(1) and inadmissible under Federal  
26 Rule of Evidence 407. Tawkify further objects to this Interrogatory to the extent it calls for  
27 information subject to the attorney-client privilege, the attorney work product doctrine, or another  
28 privilege or immunity.

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Dated: April 23, 2021

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ Jahmy S. Graham

Jahmy Graham  
Crispin Collins  
Priscilla Szeto

Attorneys for Defendant  
TAWKIFY, INC.

**VERIFICATION**

I, Thane Schultz, declare as follows:

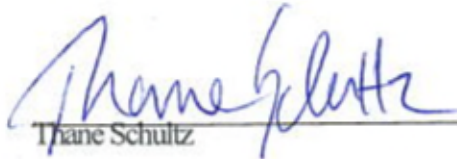
I am Head of Compliance at Tawkify, Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing discovery responses and know the contents thereof:

**DEFENDANT TAWKIFY, INC.'S SUPPLEMENTAL RESPONSES AND  
OBJECTIONS TO PLAINTIFF'S INTERROGATORIES, SET ONE**

To the extent I have personal knowledge of the matters set forth therein, the same are true and correct. Insofar as said matters are a composite of the information of many individuals or as to those matters which are stated on information and belief, I do not have personal knowledge concerning all of the information contained in the above-mentioned document, but I am informed and believe that the information set forth therein for which I lack personal knowledge is true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23rd day of April, 2021 at San Francisco, California.

  
Thane Schultz

**PROOF OF SERVICE**

I, Crispin Collins, declare as follows: I am employed in Los Angeles County, Los Angeles, California. I am over the age of eighteen years and not a party to this action. My business address is 19191 South Vermont Ave., Suite 900, Torrance, California 90502.

On **April 23, 2021**, I served the within:

**DEFENDANT TAWKIFY, INC.'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS  
INTERROGATORIES, SET ONE**

on the interested parties in this action addressed as follows:

Christian Schreiber  
christian@osclegal.com  
OLIVIER SCHREIBER & CHAO LLP  
201 Filbert Street, Suite 201  
San Francisco, California 94133  
Tel: (415) 484-0980 / Fax: (415) 658-7758

Elliot Conn  
elliot@connlawpc.com  
CONN LAW, PC  
354 Pine Street, 5th Floor  
San Francisco, California 94104  
Tel: (415) 417-2780 / Fax: (415) 358-4941  
*Attorneys for Plaintiff Jeremy Stanfield and the Proposed Class*

[X] (BY ELECTRONIC MAIL) By transmitting such document(s) electronically from my e-mail address, [crispin.collins@nelsonmillins.com](mailto:crispin.collins@nelsonmillins.com) at Nelson Mullins LLP, to the person(s) at the electronic mail addresses listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on **April 23, 2021**, at Torrance, California.

/s/ Crispin Collins  
Crispin Collins

# **Exhibit D**

PaymentDate	Amount	Transaction	Reason	Action
339684 2020-06-29 19:46:58 EST by [REDACTED]	\$3,700.00 promo: (484299) 65C 3900(-200)	pl_1GzWgcCnOO2Q31G3WpVyHjpT	/api/v1/user/1418281/order/process	
343071 2020-08-01 11:04:41 EST by [REDACTED]	(\$1,850.01)	re_1HBMGKCnOO2Q31G3vXBYeDIU	Standard [REDACTED] cancel early	
350853 2020-08-26 08:28:26 EST by [REDACTED]	(\$1,849.98)	re_1HKNjpCnOO2Q31G3M0qzbgdW	Nonstandard [REDACTED] - additional refund, legal	
350854 2020-08-26 08:28:48 EST by [REDACTED]	(\$0.01)	re_1HKNkCCnOO2Q31G3MGZx7H7v	Nonstandard [REDACTED] additional refund	

# **Exhibit E**

----- Forwarded message -----

From: **Tawkify Customer Success** <[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)>

Date: Mon, Jun 29, 2020 at 4:48 PM

Subject: Thank you for your purchase on Tawkify

To: Jeremy Stanfield [REDACTED]

Hi Jeremy,

Thank you for your purchase on Tawkify.

If you have any questions, feel free to contact us at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com).

Warmly,

Your Tawkify Team

**Order Details**

---

Order #: [0000354204](#)

Placed on visa Credit Card ([REDACTED])

**6 Match Standard Client Package**

ALL INCLUSIVE PACKAGE Full service matchmaking, all work performed throughout each match cycle: matchmaker meetings & check-ins, match searches throughout client's local area, candidate pre-screenings, date planning for each in-person and/or video introduction and post-date feedback.

Balance of Package:	<a href="#">\$5400.00</a>
Credits/Discount:	<a href="#">\$1700.00</a>
Your Total:	<a href="#">\$3700.00</a>

This receipt confirms your purchase and agreement with our [Terms of Use](#), [Privacy Policy](#), and [Refund Policy](#).

# **Exhibit F**



## Client Agreement

Last Updated October 2019

We are delighted you’ve chosen Tawkify, and our Client Services team is here for you. Don’t hesitate to email us at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com) any time we can be of service.

These guidelines are offered to keep your experience on track and our collaboration running smoothly:

**Getting started:** Our commitment to new clients begins with approval, as multiple teams engage to deliver your chosen experience. Initial delay sometimes occurs due to selected matchmaker availability, but in no way impacts total match count or intended cadence once we begin. All work performed during this initial ramp up period is included in your first match cycle; there is no additional onboarding fee.

**Selection of your matchmaker:** Considerable thought informs this first “match,” but you may request a transition to another matchmaker from Client Services should you think it beneficial. If we should think so along the way, we’ll notify you prior to any transition. Yours will be selected for best potential fit with you and your individual search, and may or may not live nearby. Our matchmakers connect over video chat to manage clients throughout the US without geographic limitation.

**The process:** During each match cycle, your matchmaker searches profiles in our confidential database to identify potentially suitable candidates, then personally screens them for additional indicators before selecting a match. A date is planned to introduce you, and your matchmaker coordinates the details. Contact info, profile details/photos and identifying info are not shared per our commitment to the confidentiality of all in our community. Feedback afterwards informs your next match cycle(s) and contact info can then be exchanged if both parties agree.

**Match candidate database:** Potential match options within our pool of members and clients are enhanced by proactive search via personal and professional networks; and career, dating, meet-up and/or special interest websites by our matchmakers and team of match recruiters. Matches are only ever made, however, with profiled and pre-screened candidates.

**Schedule coordination:** We specialize in busy clients, and work to accommodate individual schedules as best we can. Informing your matchmaker in advance of schedule or availability conflicts helps avoid delays, cancelations and potential disappointment. Should you experience an unexpected conflict and need to cancel a scheduled date, 48-hour notice prevents forfeiture of that match from your total.

If you’ll be unavailable for 3 or more weeks, you can pause future match cycles without altering your match count by emailing Client Services. You may “pause” up to 3 months at a time during any 3-month period. Your package is marked complete after 3 months if we do not hear from you to either resume your experience or extend your pause.

**Participation notes:** We don’t often experience collaboration challenges with our clients, and certainly don’t anticipate we will in your case. But we do reserve the right to terminate any client package without refund should problematic availability, match refusals or cancelations, or inappropriate behavior toward our staff or members of our community become an issue.

You may cancel your Tawkify package at any time - if you are matched earlier than anticipated or wish to discontinue for any reason. Pro-rated payment for match cycles used or in progress is retained, plus one; your balance is then refunded. There are no additional early termination or cancelation fees.

If you have any questions or concerns relative to these guidelines, please click [here](#) or email us at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com).

Confirmed at July 7, 2020 11:47 am PST

# **Exhibit G**

# Client Agreement

Last Updated June 2020

**Getting started:** Our commitment to new clients begins with sign up and approval, as teams begin collaborating on your matchmaking journey. An initial delay in the process is rare, but sometimes occurs and in no way impacts total match count or intended cadence once we begin. All work performed during this initial ramp-up period is included in your first match cycle and is therefore non-refundable, but there are no additional onboarding fees.

**Your matchmaker:** We put careful thought into the selection of your matchmaker. In the event we believe pairing you with a different matchmaker may be more beneficial to your dating goals, we may do so during your experience and will notify you of the change. For whatever reason, if you would like a different matchmaker, you may request a transition to a different matchmaker from our Customer Success team. Our matchmakers connect with clients over video throughout the US without geographic limitations.

**The process:** During each match cycle, your matchmaker searches profiles in our confidential database to identify potentially suitable candidates, then personally screens them for additional indicators before selecting a match. A candidate may include anyone in our database, client and/or non-client, with the goal of best fit in mind. A date is planned to introduce you to each selected match, and your matchmaker coordinates the details. Contact info, profile details/photos, and identifying info are not shared, per our commitment to the confidentiality of all in our community. Feedback afterward informs your next match cycle(s) and contact info can then be exchanged if both parties agree.

**Match candidate database:** Potential match options within our pool of members and clients are enhanced by a proactive search; however, matches are only ever made with profiled and pre-screened candidates. Schedule coordination: We specialize in busy clients, and work to accommodate individual schedules as best we can. Informing your matchmaker in advance of schedule or availability conflicts helps avoid delays, cancelations, and potential disappointment. Should you experience an unexpected conflict and need to cancel a scheduled date, 48-hour notice prevents the forfeiture of that match from your total.

If you'll be unavailable for 3 or more weeks, you can pause future match cycles without altering your match count by emailing our Customer Success team. You may "pause" up to 3 months at a time during any 3-month period. Your package is marked complete after 3 months if we do not hear from you to either resume your experience or extend your pause.

**Participation notes:** We don't often experience collaboration challenges with our clients, and certainly don't anticipate we will in your case, but we do reserve the right to terminate any client package without refund should problematic availability, match refusals or cancelations, or inappropriate behavior toward our staff or members of our community become an issue.

Your client experience is governed by our [Refund Policy](#). If you have any questions or concerns relative to these guidelines, please click [here](#) or email us at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

Confirmed at July 13, 2020 4:05 pm PST

# **Exhibit H**



## Tawkify Refund Policy

*Purchases made between 5/1/20 - 8/1/20*

By using the services ("Services") offered by Tawkify, Inc. ("we," "us," "our," or "Tawkify"), we are committed to making sure you have a positive experience and that we are available to answer any questions you may have or assist you in using our Services.

Client packages run in all-inclusive "match cycles", with all work performed to find and select each match, plan and coordinate a date to introduce the client to that match, and obtain/provide post-introduction feedback included. The number of included match cycles is determined by the package purchased.

Clients are subject to approval by Tawkify, and are refunded in full only if they are declined by Tawkify. All work performed upon purchase and during initial review and/or onboarding is included in the client's first match cycle, which otherwise is non-refundable. If a client is matched successfully before using all purchased match cycles, however, a partial refund is possible. We retain pro-rated payment for any match cycles started or used, plus one additional. A minimum of two match cycles are, therefore, retained for all multi-match packages; no additional early cancellation fees or penalties apply and any remaining balance of purchase is refunded.

Clients may "pause" their experience once for up to a total of 3 months in any 3-month period during the use of the Services ("Pause Period"). Forfeiture of unused match(es) in a package may occur if we are not notified of a pause request or extension in advance, before any matches enter planning; or should client refuse selected matches or become non-responsive. Problematic lack of availability or poor date behavior that negatively impacts other daters in our community or staff members can result in immediate termination of the purchased experience without refund.

Our Services are very diverse, therefore sometimes additional terms or specific refund policies may apply. Any additional or differing terms will be identified or displayed during sign up for or purchase of the relevant Services, and those additional terms shall become part of your agreement with us for use of those Services.

Please click [here](#) or email our Customer Success Team at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com) for questions about this policy or assistance. Approved refunds may take 60 days to post.

# **Exhibit I**

# Tawkify Terms of Use

Last Updated October 2019

## Welcome and Introduction to Tawkify

Tawkify is owned and operated by Tawkify, Inc. ("we," "us," "our," or "Tawkify"), which includes without limitation our website located at [www.tawkify.com](http://www.tawkify.com) (the "Website"). By using the Website, or our applications, tools and any other related services offered by us (collectively with the Website, the "Services") you acknowledge that you have read, understood, accept and agree to be bound by the most recent version of our Terms of Use. The following terms and conditions, including any future modifications to this Terms of Use, and all guidelines are collectively referred to herein as the "Terms of Use."

Use of the Services is also governed by our Privacy Policy (</privacy>), and any additional rules and/or terms identified or displayed on the Website or in connection with a particular Service or program. The Privacy Policy and any such additional rules and terms constitute a part of the Terms of Use and are incorporated by reference herein.

Your privacy is important to us. We designed our Privacy Policy to make important disclosures about how we collect and use your content. We encourage you to read our Privacy Policy, carefully, and use it to help make informed decisions. We hold your privacy sacred. Pursuant to the Privacy Policy, we will not disclose your photos or identifying information without your permission to prospective matches, nor theirs to you.

Use of the Services is also governed by our Refund Policy (</refundpolicy>), which is incorporated herein by reference. All purchase transactions made through the Services are subject to such Refund Policy.

Tawkify reserves the right, in our sole discretion, to change these Terms of Use at any time. Such changes will become effective upon notification, which we may effect by sending you notice by email and/or posting a revised Terms of Use on the Website, and your use of the Services after such notification constitutes acceptance by you of the changes. You agree to review the Terms of Use periodically to be aware of any such revisions.

If you do not agree to these Terms of Use, please kindly do not use the Website or the Services.

## Eligibility

You must be 18 years of age or older to visit, register, or use in any manner the Services. By visiting or using the Website, or accepting the Terms of Use, you represent and warrant to Tawkify that you are 18 years of age or older, and that you have the right, authority, and capacity to enter into this Terms of Use and to abide by all of the terms and conditions of this Terms of Use. By requesting to use, registering to use, and/or using the Website, you represent and warrant that you have never been convicted of a felony and are not required to register as a sex offender with any government entity.

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TAWKIFY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS USERS. However, Tawkify reserves the right to conduct a criminal background check, at any time and using publicly available records, to confirm your compliance with this section. You also represent and warrant to Tawkify that you will use the Services in a manner consistent with any and all applicable laws and regulations.

## Usage and Subscription

You may register as a user at no cost. As a user, you may use some, but not all, of the features and services available within the Services. To access or use additional features and the full extent of the Services, you must become a paying subscriber to the Services. The subscription policies that are disclosed to you when you subscribe to the Services are a part of these Terms of Use. Absent special offers, you acknowledge and agree that if you are not a subscriber, you will not be able to use all the features and services available within the Services.

## Illegal and Unauthorized Use

Once you've registered on the Website, the account you create is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. Illegal and or unauthorized use of the Website, including but not limited to collecting personal information, usernames, and email addresses of users by electronic or other means for the purpose of sending unsolicited email, unauthorized embedding, unauthorized framing, of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive compensation. Tawkify has the right to investigate and refer you to applicable law enforcement authorities if you have misused the Services, taken any actions in defiance of this Terms of Use or the Privacy Policy, or if you have conducted actions that are fraudulent, abusive, harmful, unlawful or illegal.

## Your Account Security

You are responsible for keeping your password for the Website confidential. You are fully responsible for all actions and activities that occur under your username and password. Tawkify will not be held liable for any damage or loss arising from your inability to comply with this provision. To help keep your username and password secure and confidential, we recommend that you exit from your account at the end of each session, especially when on a public machine. If you feel that your username and password have been breached, or that your account has had unauthorized use, you agree to immediately notify Tawkify.

## Communication and Privacy

As a Tawkify customer, you will be auto-subscribed to our weekly blog email. You may unsubscribe from the blog at any time, but we must be able to send you any Service-related messages. We may use your email address, phone number, or Tawkify account to contact you about important changes to the Services or special offers. By subscribing to our Services, you hereby consent to receive text messages and/or phone calls in connection with the provision of the Services. Standard messaging

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and data rates may apply. You must notify us in advance if you cancel or change your mobile phone number attached to your account. To do so, please contact the Customer Success team at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com).

Additionally, if you do not want to receive such messages please contact the Customer Success team at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com) or refer to our Privacy Policy to review your options.

We reserve the right to publish non-identifying quotes and remarks from your date feedback or matchmaker reviews. Attribution is limited to first name, age, city and/or membership level unless permission for complete attribution has been provided in advance.

## Interactions with Your Matchmaker

Successful matchmaker collaborations are only possible when clients trust their matchmakers' strategies and choices. Client refusal of introductions to selected matches, poor behavior, or problematic lack of availability can result in forfeiture of matches without refund.

The Tawkify team periodically reviews our clients' experiences and we may reach out to facilitate a matchmaker change to improve your overall experience or provide a fresh perspective. To explore a matchmaker change at any time, contact the Customer Success Team at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com).

We love to celebrate our clients' success stories. We may share quotes or feedback from your experience publicly, but we will not reveal or share any identifying information without your permission.

## Interactions with Other Users

You are fully and solely responsible for your communications and interactions with other users.

You agree and understand that Tawkify is not obligated to review the backgrounds of its users. Unless specifically offered with your package, Tawkify makes no guarantees, warranties, or representations as to the actions or conduct of its users. Except as specifically offered with your package, Tawkify makes no guarantees as to number or frequency of matches made through your use of the Services. Also, we do not guarantee, warrant, endorse, or imply compatibility with any current or future users. In absolutely no event shall Tawkify be liable for any damages resulting from messages, communications, meetings, or actions with other visitors and users of the Services. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with other users of the Services; this is especially important if you decide to meet in person. In absolutely no event shall Tawkify be held liable for any damages, in any form, whatsoever arising out of or relating to the conduct of you or anyone else in connection with the use of the Services. This includes, without limitation, that we will not be held liable for any mental instability, emotional distress, or bodily injury whether indirect, direct, incidental, or accidental arising out of or relating to conduct of you or anyone else in connection with the Services.

We reserve the right to, but have no obligation to, monitor arguments and disputes between you and other users of the Services.

## The Rules

The following is a list of rules that govern your conduct in connection with your use of the Services. You agree to abide by these rules, which include, but are not limited to:

- Any content, words, photographs, messages, or other information (collectively, "Content") provided to us through the Website shall remain your sole and exclusive property, and you shall be solely responsible for your Content and the consequences of providing it.
- You agree that you will not pretend to be any person or entity other than yourself.
- You agree to keep all personal login information, like passwords, private and confidential, and you agree not to give such information to anyone.
- You agree that you will not imply or state that any statements you make are endorsed by Tawkify without our prior written consent.
- You agree that you will not use the Website to transmit, upload, or distribute any electronic/computer viruses, trojan horses, or anything else that might cause harm to other users of the Services, Tawkify, the online community, or Tawkify systems.
- You agree that you will not use the Services to promote, condone, endorse, distribute, publish, or post any material that solicits money, funds, or people.
- You agree that you will not use the Services to advertise or solicit for commercial goods or services.
- You agree that you will not stalk or harass another user of the Services.
- You agree that you will not use a robot, spider, manual/automatic processes or devices to data-mine, data-crawl, scrape, or index the Website in any manner.
- You agree that you will not harass, annoy, intimidate or threaten any Tawkify employees or agents engaged in providing the Services to you.
- You agree that you will not hack or interfere with the Website, its servers, or any connected networks.
- You agree that you will not modify the Website and/or the Services for your own personal or commercial purposes. This includes, but is not limited to, altering, adapting, licensing, sublicensing, or translating the Website and/or the Services. You also agree that you will not aid others in such activities.
- You agree that you will not remove or alter, visually or not, any copyrights, trademarks, or proprietary marks and rights owned by us.
- You agree that you will not forge, manipulate, or plagiarize messages, communications, headers, or identifiers to make it seem like such Content is from Tawkify or its users when in fact it is not.
- You agree that you will not post, publish, display, or transmit in any way proprietary information, copyrighted material, and trademarks that do not belong to you without first obtaining the prior consent of the owner of such rights.
- If you must reschedule or cancel a date, we require 48-hour notice to prevent forfeiture of this match from your guaranteed total.
- Repeated refusal of matches, problematic lack of availability, or poor behavior on a date could lead to immediate termination of your experience without refund.
- You may cancel any package prior to completion of the total match cycles included. Payment is retained for any match cycles used, plus one. Remaining balance of purchase is refunded in

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accordance with Tawkify's Refund Policy (/refundpolicy).

- You may pause your account once for up to a total of 3 months in any 3-month period during your use of the Services ("Pause Period"). Forfeiture of unused matches in a package may occur if you do not notify us in advance or before any matches enter planning.

## Content Provided by You

You are fully and solely responsible for all of the Content that you provide, publish, display, or upload in connection with your use of the Services. You are also fully and solely responsible for any Content that you provide or transmit to other users. You agree that you will not provide any inaccurate, misleading or false information to Tawkify or any other user. If information provided to Tawkify or another user subsequently becomes inaccurate, misleading or false, you will promptly notify Tawkify of such change.

All information you provide to us must be accurate, current and complete. You absolutely will not use the Services to provide, display, or transmit any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material. Also, you absolutely will not provide, publish, display, or transmit any material that infringes or violates another party's rights (not limited to, but including intellectual property rights, rights of privacy, and copyright rights).

Tawkify may review and delete any offending content, messages, photographs or files that in the sole judgment of Tawkify violate this Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of yourself or other users. We also reserve the right to terminate the accounts of violators. Tawkify, in our sole discretion, reserve the right to look into, investigate, and take appropriate legal action against anyone who violates this Terms of Use. The following is a list of the kind of Content that is illegal or prohibited in connection with your use of the Services.

This Content includes, but is not limited to, the following:

- Content that advocates, endorses, condones, or promotes harassment of others, or Content that actively or indirectly harasses others.
- Content that is offensive and harmful, including but not limited to, Content that advocates, endorses, condones, or promotes racism, bigotry, hatred, or physical harm of any kind against any individual or group of individuals.
- Content that involves the creation of or transmission of spam, unsolicited mail, junk mail, or chain letters.
- Content that asks for or solicits passwords or personal identification information for unlawful or commercial purposes from other users.
- Content that engages other users in promotional, commercial activities, or sales without Tawkify's prior written consent, including, but not limited to, sweepstakes, contests, pyramid schemes, or advertising.
- Content that provides materials or access to materials that exploits people in an abusive, violent, or sexual manner.
- Content that solicits personal information or any information from anyone.

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- Content that you know is false, inaccurate, misleading, or promotes illegal activities.
- Content that is abusive, threatening, obscene, libelous, or defamatory.
- Content that is, uses, promotes, or links to an illegal or unauthorized copy of another person's copyrighted work or intellectual property; for example, but not limited to, stolen images, photographs, video, or audio files.
- Content that provides instructions on how to conduct illegal activities.

By providing Content to Tawkify, you are granting, and represent and warrant that you have the right to grant Tawkify, an irrevocable, continuing, non-exclusive, fully paid, worldwide license to use, integrate in other works, copy, alter, display, reproduce and market such Content without violating our confidentiality policy. You agree that use of such Content by Tawkify in public postings, marketing uses, and other areas will not infringe or violate the rights of any third party.

## Copyright, Trademarks, and Other Proprietary Information

You agree not to post, publish, display, reproduce, or transmit in absolutely any manner any copyrighted Content, copyrighted material, trademarks, intellectual property, or other proprietary information without first having obtained prior consent of the owner of the rights to such proprietary information. If you believe that someone or some entity has copied or posted your work or proprietary information in association with Tawkify and its Services, in an unauthorized manner that constitutes infringement of copyright, please give our Copyright Agent the following information:

- A physical or electronic signature of the individual or entity who owns the copyright;
- A description of and url link to the copyrighted work that you believe has been infringed upon;
- Your postal mailing address;
- Your telephone number;
- Your email address; and
- A written statement by you that you believe, in good faith, that the usage of the work is not authorized or consented upon by the rightful copyright owner.

A written statement made by you, under penalty of perjury, that the information in your copyright claim is completely accurate and that you are in fact the rightful copyright owner, or that you have authorized consent to act on the copyright owner's behalf.

Send claims to:

Tawkify, Inc. Copyright Agent  
743 Clementina St  
San Francisco, CA 94103  
customersuccess@tawkify.com  
(415) 843-2832

## Our Proprietary Rights

Our Website contains trademarks, copyrighted material, intellectual property, and other proprietary information of Tawkify. We own and retain absolutely all proprietary rights of the Website and its Services. You agree that you cannot copy, alter, duplicate, transmit, post, publish, display, sell, or

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publish any of our proprietary information, unless, of course, the information is in the public domain or we have given you explicit written permission.

## No Guarantees

Tawkify is not responsible for any inaccurate or incorrect Content that is provided or transmitted by our users, or associated with the Services in any way. We are not responsible for the actions, words, or conduct, whether online, offline or otherwise, by any user of the Services. We are not responsible for any errors or delays in communications between users. We are not responsible for the Content of messages, or in-person communications, between users. We are also not responsible for any unauthorized access to the accounts of our users. Tawkify is not responsible for any damage to users, including but not limited to, loss, damage, personal injury, theft, or death resulting from anyone's use of the Services. We are not responsible for any technical malfunction, failure, or damage to your computer as a result of using or visiting the Website or our Services.

As confident as we are in our matchmaking abilities, Tawkify does not guarantee that using the Services will result in meeting someone offline or online, and we do not guarantee that using the Services will result in any type of relationship or relationship potential between you and another person or group of people. Tawkify does not guarantee your compatibility, offline or online, with any other users of the site, whether recommended, suggested, or not. Any advice that may be posted on the Website is for entertainment purposes only, and you agree that it is not to be used to substitute for any professional relationship, medical, financial, legal, or other advice.

## Limitation of Liability

YOU UNDERSTAND AND AGREE TO USE THE WEBSITE AND ITS RELATED SERVICES AT YOUR OWN RISK. TAWKIFY'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION UNDER LAW.

TAWKIFY PROVIDES PERSONAL MATCHMAKING SERVICES AND TOOLS TO SINGLES AND OTHER SIMILARLY INTERESTED INDIVIDUALS, THROUGH THE SERVICES. YOU ACKNOWLEDGE THAT USE OF THE SERVICE IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF THE INFORMATION PROVIDED BY ANY USER TO TAWKIFY, OUR PARTNERS OR ANY USER OF THE SERVICE OR ANY OTHER PERSON OR ENTITY. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS TERMS OF USE, WILL CONSTITUTE A BINDING ACCEPTANCE BY YOU OF THIS TERMS OF USE, OR ANY SUBSEQUENT MODIFICATIONS.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL TAWKIFY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS WHATSOEVER CAUSED BY YOUR USE OR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT DISTRIBUTED

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BY TAWKIFY AS WELL AS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY ARISING OUT OF THE USE OR INABILITY TO USE THE TAWKIFY SERVICES OR OUT OF THE BREACH OF ANY WARRANTY, OR CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO AND/OR ALTERATION OF THE WEBSITE, NO MATTER WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, AND REGARDLESS OF WHETHER TAWKIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS LIMIT THE AVAILABILITY OF SUCH LIMITATION OF LIABILITY, IN WHICH CASE THE PROVISIONS OF THIS SECTION MAY NOT APPLY TO YOU.

## Indemnity

You agree to hold harmless, defend, and indemnify Tawkify, all officers, founders, executive management, subsidiaries, licensors, advertisers, merchants, licensees, directors, owners, partners, agents, affiliates, advisors and employees against and from all, including but limited to, loss, claim, demand, costs, liability, lawsuits, attorney's fees, incurred by such persons or groups in conjunction with any dispute or claim arising out of your breach of this Terms of Use and the Privacy Policy. You agree to cooperate fully as would be required by such a claim. Tawkify has the right, at its own costs, to fully and exclusively defend itself in relation to any claim of indemnification by you.

## Interactions with Third Parties and External Sites

The Services may contain links to third party websites that are not owned or controlled by Tawkify, or that may be accessible by logging in through a third party website, as described more fully in our Privacy Policy. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any third party website relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Tawkify has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in any third party websites. In addition, Tawkify will not and cannot monitor, verify, censor or edit the content of any third party site. By using the Services, you expressly relieve and hold harmless Tawkify from any and all liability arising from your use of any third party website.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Tawkify shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Tawkify is under no obligation to become involved.

## Termination or Modifications

8/31/2020

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## Questions, Concerns, Comments?

If you have any questions, concerns, or notices of violation of these terms, please email our Customer Success Team at [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com) or contact us by mail at:

Tawkify, Inc.  
743 Clementina St  
San Francisco, CA 94103

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Tawkify offers Traditional Matchmaking  
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#### Contact Us

☎ (844) 494-7280 (tel:+1-844-494-7280)  
✉ [contactus@tawkify.com](mailto:contactus@tawkify.com) (mailto:contactus@tawkify.com)

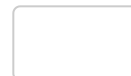
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# **Exhibit J**



# Tawkify Privacy Policy

Last Updated October 2019

These days everyone is concerned with privacy, and we at Tawkify ("we," "us," "our," or "Tawkify") get it. Given the sensitive nature of the material collected by many companies, users are understandably interested in knowing what is being done with their personal information. We created this Privacy Policy to assist you in understanding how we collect, use, store and manage the personal information that you provide in connection with your use of our website located at [www.tawkify.com](http://www.tawkify.com) (the "Website"), any applications, tools or other related services offered by us, including, but not limited to our newsletter (collectively, the "Services").

By using the Services, you are agreeing to the collection and use of your information as outlined in this Privacy Policy. We reserve the right to change the provisions of this Privacy Policy at any time. We will alert you that changes have been made by indicating on this Privacy Policy the date it was last updated.

We encourage you to review this Privacy Policy from time to time to make sure that you understand how any personal information you provide will be used. If you use our Services after we have updated this Privacy Policy, you acknowledge that you have read the updated terms and consent to our revised privacy practices. Use of the Services after changes are made to the Privacy Policy will be considered your consent to the new terms.

## The Young at Heart (and Age)

The Services are for individuals 18 years of age or older. By using the Services, you represent and warrant that you are at least 18 years old.

We do not knowingly collect, keep, or maintain personal information from people under the age of 18. The Website is not directed toward people under the age of 18. If you are under the age of 18, then we ask that you please do not access, visit, or use the Website or the Services in any manner or at any time.

## The Information We Collect About You

The information we collect is required in order to provide you our matchmaking Services. It is not shared with or sold to other organizations for commercial purposes, except to provide products or services you've requested, when we have your permission. When you register for the Website, we collect user entered and submitted information to identify you such as your name, phone number and email address. Authorized employees may be permitted to access your personal information, but this is only to provide you the Services.

When you use the Site or the Services, some additional information is automatically collected such as your Internet Protocol (IP) address, browser type, browser language, visit time, referring website addresses, profile information, aggregated user data, and cookie information. This information and data



use standard online technologies, such as tracking pixels or cookies, to track your use of the Website. We may also include tracking pixels and web beacons in advertisements or promotions. The information we may collect from tracking pixels and web beacons enables us to custom tailor the Website and our Services. It also allows us to measure the general effectiveness of the content on Tawkify Websites, our advertising, and other activities.

Non-personally-identifiable and aggregated information may be shared with third parties. These third parties might include, but are not limited to, advertisers, partners, affiliates and investors. We may also use this non-personally-identifiable and aggregated information to provide advertisements to our users, and to provide more effective services overall. We may also allow for third-parties, including but not limited to advertising companies, to show advertisements on our Website. Advertising companies and other third-parties may use their own tracking technologies (such as cookies) to gather and collect information about users who view, interact, or engage with their advertisements or promotions. We also reserve the right to share your information, personal or non-personal, with authorized service providers that may perform specific services or processes on our behalf. Such services may include, but are not limited to, customer service, customer support, and marketing, business, sales, or promotional contest assistance offered through our Website or Services.

If you wish to block, erase, or be warned of cookies, please refer to your browser manufacturer to learn about these functions. However, please note that if you choose to block cookies, this could affect certain features on our Website.

If you log into your Tawkify account, or otherwise access the Services through a third-party site, certain information regarding your actions on the Website or through the Services may be automatically shared with the connected site. For information on how such third-party sites will use and share your information and the options you may have in connection therewith please visit the privacy policy page for the applicable site.

We are not responsible for the actions of service providers, social networks, or other third parties, nor are we responsible for any additional information you provide directly to any third parties. We encourage you to become familiar with their privacy practices before disclosing information directly to any such parties. Nothing herein restricts the sharing of aggregated or anonymized information, which may be shared with third parties without your consent.

## Additional Situations in Which We May Disclose Your Information

We may also disclose your personal information:

- in response to a subpoena, court order, investigative demand, or request for cooperation by law enforcement, legal authorities, or government agencies;
- to enforce our Terms of Use or other policies;
- to defend ourselves against legal claims, or exercise our legal rights;
- to prevent, investigate, or take action against illegal activity, fraud, suspected fraud, or violation of the Terms of Use;
- to defend our employees, our company, our safety, or our users;



- in the event Tawkify files for bankruptcy.

## Measures We Take to Protect Your Personal Information

We want to help you to feel comfortable and confident using the Tawkify Services. We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. In reality, however, no method of electronic transmission or storage is 100% secure. Therefore, even though we take effort to secure your information, we do not guarantee or promise that your communications, or personal information will always remain safe and secure. In particular, email sent to the Website may not be secure, and you should therefore take special care in deciding what information you send to the Website via email or other electronic means. WE DISCLAIM LIABILITY FOR ANY THEFT, LOSS, OR INTERCEPTION OF OR ANY UNAUTHORIZED ACCESS OR DAMAGE TO ANY DATA OR COMMUNICATIONS. BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.

You are responsible for all uses of our Services by any person using your password. Please advise us immediately if you believe your password has been misused.

## Choices You Have Regarding the Use of Your Information

You may use the following options for removing your information from our email database if you wish to opt out of receiving promotional emails and newsletters.

Click on the "unsubscribe" link on the bottom of the email;

Send mail to the following postal address letting us know which promotional emails you wish to opt-out of:

Tawkify, Inc.  
743 Clementina St  
San Francisco, CA 94103

For any services that allow you to control which emails you receive, go to the email settings page from your account home page, and un-check the undesired promotions.

## Updating Your Information

We provide users the following options for changing and modifying information previously submitted:

For any services where you have an account page, you may change your credit card (if applicable), email address, password and other information from the account settings or preferences page; or

You can send mail to the postal address listed below, providing us with your account information and letting us know which information you wish to update.

Tawkify, Inc.  
743 Clementina St  
San Francisco, CA 94103



If you have any questions about this Privacy Policy, the practices of the website, or your dealings with the Website...

email: [customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

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743 Clementina St  
San Francisco, CA 94103

## Changes to this Privacy Policy

We will make changes to this Privacy Policy occasionally, and at our discretion. Future changes to this Privacy Policy will reflect changes in our practices and services. When we make changes to this Privacy Policy, we will update the "last updated" date at the top of this Privacy Policy. If there are changes made to the manner in which we gather, collect, or share your personal information, we will make it known by notifying you through email and/or posting a notice of an updated Privacy Policy on our Website. We suggest that you visit our Privacy Policy periodically to make yourself aware of any changes made to it.

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Tawkify offers Traditional Matchmaking  
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# **Exhibit K**

End of the week or me. Would be really awesome. Somewhat unprofessional of me but I know you get it. JUN 26, 2020, 4:41 PM

Oh! And it's not 6 potential dates. It's 6 GUARANTEED dates. JUN 26, 2020, 4:42 PM

**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUN 26, 2020, 4:44 PM  
Ok I can put a card number in. But if it has to be charged, then it needs to be Monday. Transfer won't hit until then.

I have most of my liquid money in a now wallet account and it won't hit my account until Monday. JUN 26, 2020, 4:45 PM

 [REDACTED]  
To: Jeremy Stanfield JUN 26, 2020, 5:12 PM  
Okay - no problem. If it has to be charged Monday, I'll run it then. No worries at all. I hope you have a lovely weekend with your daughter! Enjoy yourself and I'll text you on Monday then. 😊

Hey Jeremy! I hope your weekend with Gia was fantastic. Weather up here was awesome. Hope it was for you, too. Just shoot me a text here once you're ready for me to run your client package and reach out if you need any help accessing your profile again. - Kari JUN 29, 2020, 11:09 AM


**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUN 29, 2020, 12:06 PM  
Hi Kari, it was great thank you! I'll go and out the card info in a few hours. Heading into an appointment. 🙌

 [REDACTED]  
To: Jeremy Stanfield JUN 29, 2020, 12:07 PM  
Thanks..... 🙌

**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUN 29, 2020, 12:08 PM  
Yw

[REDACTED] JUN 29, 2020, 12:12 PM

Hi Kari, you can go ahead and proceed now. 🙌 JUN 29, 2020, 4:40 PM

 [REDACTED]  
To: Jeremy Stanfield JUN 29, 2020, 4:51 PM  
Alrighty- you're all set, Jeremy. Check your email for both a receipt and a welcome email. Be sure to click on the link to verify your contact info. You'll be reviewed either tomorrow or Wednesday and you should expect to hear back from the team by Wed/Thursday. Yay! I'm excited for you. 🎉

**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUN 29, 2020, 5:04 PM  
Ok sounds good, thanks for all your help!!

 [REDACTED]  
To: Jeremy Stanfield JUN 29, 2020, 5:43 PM  
Oh - my pleasure! You're awesome. I think you'll really enjoy your experience. Keep me posted if you like!

All the best to you as you launch into this adventure ❤️ JUN 29, 2020, 5:43 PM

**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUN 29, 2020, 7:41 PM  
Thank you, it was great chatting with you as well. I appreciate the well wishes and good energy! 🙌

 [REDACTED]  
To: Jeremy Stanfield JUN 30, 2020, 12:56 PM  
Congrats, Jeremy! I just saw that you've officially been approved. Woot woot! If you can upload some additional photos, that would be awesome. Just a full body one would be great and if your kids are in the photos - totally cool. No one seems them but internally here.

**JS** **Jeremy Stanfield** [REDACTED]  
To: **Redacted: Privacy** JUL 1, 2020, 11:09 AM  
Thank you 😊 ok I'll take care of that soon. 🙌

Hello is this number still for Kari? JUL 7, 2020, 1:56 PM

 [Redacted]  
To: Jeremy Stanfield JUL 7, 2020, 2:02 PM  
YES!

What's up? JUL 7, 2020, 2:04 PM

**JS** Jeremy Stanfield [Redacted]  
To: Redacted: Privacy JUL 7, 2020, 2:10 PM  
So I spoke to Gaby and it went really well. But I didn't like the fact that an initial zoom date could count as an official date. That's not what was presented to me. My expectations are to have a in person date or it doesn't count. So if it has to be that way, I'm afraid I'm going to have to cancel.

I'm open to start with a zoom date, but it shouldn't count as one of the 6 until an in person date. JUL 7, 2020, 2:12 PM

 [Redacted]  
To: Jeremy Stanfield JUL 7, 2020, 2:48 PM  
Actually, we can do in-person dates now.

It's up to you and your match so if you're both open to it, we'll plan a safe, in-person date for you - sometime outdoors, ideally. JUL 7, 2020, 2:49 PM

I believe that all of the matchmakers have been informed of this option. I can check on this but I'm 100% certain that this is now an option (unless you're in Texas). JUL 7, 2020, 2:50 PM

**JS** Jeremy Stanfield [Redacted]  
To: Redacted: Privacy JUL 7, 2020, 2:53 PM  
Ok, well Gaby said 70% of the women don't want to do in person at first. So I don't want to restrict myself to 30%. That's isn't really fair to me. So as I said, if someone wants a quick video chat before we go out, that's all good. But it should count against me or keep me out of 70% of your dating pool.

\*shouldn't JUL 7, 2020, 2:55 PM

 [Redacted]  
To: Jeremy Stanfield JUL 7, 2020, 2:55 PM  
You can do a video date first and if it's a yes/yes to a second date - have at it. Do you know what I mean? Totally cool.....

Unassigned

 [Redacted]  
To: Jeremy Stanfield JUL 7, 2020, 2:56 PM  
And I'm not so sure about 70%. We never used to do Zoom dates except for distance or traffic.

**JS** Jeremy Stanfield [Redacted]  
To: Redacted: Privacy JUL 7, 2020, 2:56 PM  
Yes I'm good with that, but if the video date doesn't turn into a physical date, then it should count as one of my 6.

Shouldn't JUL 7, 2020, 2:56 PM

Well that's not what Gaby told me. She said that most of my dates will be zoom because 70% don't want to do an in person date at first. I clarified and she said it counts if you do a zoom and she then doesn't want to do an in person. JUL 7, 2020, 2:57 PM

 [Redacted]  
To: Jeremy Stanfield JUL 7, 2020, 2:58 PM  
I see your point but the same amount of work - screening and vetting - is done by Gaby wether it's a Zoom or an in-person date.


Did she say that people aren't wanting IP dates because of Covid? JUL 7, 2020, 2:58 PM

Archived

**JS** Jeremy Stanfield [Redacted]  
To: Redacted: Privacy JUL 7, 2020, 2:59 PM  
Well that's not what was presented to me. You never mentioned zoom dates and said we would meet somewhere. I'm not good with it


Add a comment

Idania Martinez

@kari

JUL 7, 2020, 3:00 PM

Moved to Messaged MS Person, archived + 2 more

[REDACTED]

To: **Jeremy Stanfield**

JUL 7, 2020, 4:20 PM

You CAN meet somewhere as long as your match is okay with it. I did mention Zoom dates. It's what we were doing for months during Covid but now are officially giving people the option to do either. I'm sorry that wasn't made clear but it's kind of moot because we are offering in person dates now.

And Gaby, by the way, is one of the most experienced matchmakers on the team to you've got a goodie!


JS

**Jeremy Stanfield** [REDACTED]

To: **Redacted: Privac**

JUL 7, 2020, 4:31 PM

We specifically talked about your company picking the place and setting it up and we meet there. There was no mention that it might just be a zoom date and then that counts. You can't represent yourself fully on a zoom call and it shouldn't count towards the 6. So again if there is no budging on that, then I want to cancel. This isn't negotiable for me.

[REDACTED]

To: **Jeremy Stanfield**

JUL 7, 2020, 4:39 PM

You don't HAVE to do Zoom dates. That's all I'm saying. Just do an in-person date that Gaby will set up for you.

And by the way, I'm not yelling - just wanted to emphasize the "have". 😊

[← Reply to SMS](#)

# **Exhibit L**

8/26/2020

<https://tawkify.zendesk.com/tickets/142779/print>**#142779 [Customer Request] For Jeremy Stanfield**

<b>Submitted</b>	<b>Received via</b>	<b>Requester</b>
July 13, 2020, 6:23 PM	Mail	Jeremy Stanfield [REDACTED]

<b>Status</b>	<b>Type</b>	<b>Due date</b>	<b>Priority</b>	<b>Group</b>	<b>Assignee</b>
Closed	Task	Jul 15	-	Customer Success	[REDACTED]

<b>Category</b>	<b>Customer Type</b>	<b>Primary Ticket ID #</b>	<b>Customer Category</b>
Customer Support	Client	143649	Experience
<b>Regarding Matchmaker: MMID</b>	<b>Experience Concerns</b>	<b>Customer: Tawkify ID</b>	<b>Ticket Type</b>
222	Other	1418281	Supporting Ticket

**Jeremy Stanfield** Jul 13, 6:23 PM

Hello there 😊 I'm very concerned about my experience so far. On the original sales call there was no mention that a date might only be a zoom date and that would count as one of my official dates. She mentioned at one point they were doing zoom dates, but now that restaurants opened, that we would meet somewhere booked by the matchmaker. Then I spoke to my matchmaker [REDACTED] and she said that 70% of the Women only want to do zoom first and that it would count against me if they didn't want to meet in person after that. I didn't like that policy and contacted the salesperson. It wasn't presented to me that way and I felt it was miss-representation on her part. We went back and forth about it in a circle and she kept saying that I don't have to accept a zoom date and just do in person. Then I said well that takes me out of 70% of your dating pool. So there was no resolution for me and I was about to request to cancel the service when [REDACTED] text me that she not only had that's already, but two. So I decided to go on the first date. I sent pics of me ex's as well as people that I was attracted to. I told [REDACTED] that

[REDACTED]

I feel embarrassed for [REDACTED] and I don't even feel comfortable giving her any feedback. She was a really nice person and seems like she really cares. But this is the worst job professionally I've ever dealt with in any area. How do you decide so quickly that [REDACTED] would be a good match for me?? So I'm supposed to use another date tomorrow night. But I'm afraid to see what that's going to be like. I'm greatly unhappy with all facets of this service so far and maybe we should just call it huh? I'd prefer you not share any of this with [REDACTED] or [REDACTED] in any way that I expressed myself. If I really have to, I can try and do a PC way of giving [REDACTED] feedback on [REDACTED]. But I'm racking my brain on how to say it right. It took me a while just to try and get the words right to say all this.

[REDACTED] Jul 14, 9:30 AM

Hi Jeremy,

I'm [REDACTED] with the Tawkify Customer Success Team. Thank you so much for writing in and sharing your experience with me. If you would prefer, we can schedule a call today before your date this evening so we can review options for you.

I am also on the West Coast so I'd like to call you today. I have you on my calendar to call you at 11:30AM PST. I hope we can connect then and go over your concerns.

8/26/2020

<https://tawkify.zendesk.com/tickets/142779/print>

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

---

**Jeremy Stanfield** Jul 14, 9:41 AM

I can do 12:30 today, let me know if that works for you.

Sent from my iPhone

On Jul 14, 2020, at 7:30 AM, [REDACTED] (Tawkify Customer Success) <[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)> wrote:

---

[REDACTED] Jul 14, 3:39 PM

Internal note

Supporting ticket  
<https://tawkify.zendesk.com/agent/tickets/142842>

[REDACTED]  
[REDACTED]  
Tue 07-14-2020 1:37pm

Hi Jeremy! It's [REDACTED] from CS. [REDACTED] tried calling and leaving you a voicemail. Are you available at 3:00 PM PST today? I can call you then.

---

**Jeremy Stanfield** Jul 15, 10:38 AM

Hi [REDACTED]

Yeah I definitely need a new matchmaker. I'll fill out the feedback form for both today.

Plz send me your appointment availability link when possible.

Thank you

Sent from my iPhone

On Jul 14, 2020, at 7:41 AM, Jeremy Stanfield <[jeremy.stanfield@yahoo.com](mailto:jeremy.stanfield@yahoo.com)> wrote:

I can do 12:30 today, let me know if that works for you.

Sent from my iPhone

On Jul 14, 2020, at 7:30 AM, [REDACTED] (Tawkify Customer Success) <[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)> wrote:

---

[REDACTED] Jul 15, 6:33 PM

Hi Jeremy,

Here is my link to schedule a call with me. I'm looking forward to connecting with you again and finding the best path forward!

[https://calendly.com/dani-13/client-one-on-one-with-\[REDACTED\]](https://calendly.com/dani-13/client-one-on-one-with-[REDACTED])

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

8/26/2020

<https://tawkify.zendesk.com/tickets/142779/print>

[REDACTED] Jul 15, 6:33 PM

Internal note

Notes for call-

Upset about first match  
waiting to find out about second. MM transition

[REDACTED] Jul 16, 12:33 PM

Internal note

[REDACTED] reached out here in dup ticket - <https://tawkify.zendesk.com/agent/tickets/143074>  
MM [REDACTED] notes from her time with Jeremy (MM [REDACTED] is exiting) -  
<https://tawkify.zendesk.com/agent/tickets/143097>

[REDACTED] Jul 16, 4:51 PM

Internal note

2-star date feedback for 2nd date: <https://tawkify.zendesk.com/agent/tickets/143058>

[REDACTED] Jul 18, 6:15 PM

Hi Jeremy,

It's [REDACTED] from Tawkify CS again. I hope you are well!

I received all of your date feedback and I completely understand why you would want to refund. Here are some options if it's helpful-

1. You may continue your experience with a new matchmaker, one who is much more professional, accountable and has experience matching in your demographic. We'd also be willing to gift you a non-refundable bonus match to the end of your package so that you will have another opportunity to meet someone wonderful.
2. You may downsize your package, allowing you to still meet some wonderful candidates while also getting money back.
3. You can get a refund for the refundable portion of your package.

Please let me know what you would like to do. I want to support you the best way possible while giving you options to receive the experience you signed up for. I want to see you successfully matched and would love to assist you in your experience.

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

**Jeremy Stanfield** Jul 18, 7:43 PM

I want a full refund! Those dates were not legit and your company misrepresented to me!

Please don't have me have to make this get ugly.

I have documentation and voicemails with your employees admitting they didn't follow my request.

I am NOT paying for anything and if you don't give me all my money back, it's not going to be good for your company!

Sent from my iPhone

On Jul 18, 2020, at 4:15 PM, [REDACTED] (Tawkify Customer Success) <[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)> wrote:

[REDACTED] Jul 19, 10:56 AM

Internal note

<https://tawkify.zendesk.com/tickets/142779/print>

3/4

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00003**

8/26/2020

<https://tawkify.zendesk.com/tickets/142779/print>

██████ he called over the weekend so I reached out.

new primary/additional info:

<https://tawkify.zendesk.com/agent/tickets/143649>

---

██████ Jul 20, 6:05 PM

Internal note

Hi lady!

He's a super nice guy. I think he was embarrassed that his credit card was declined on his last match, which is when he started getting grumpy. Then ██████ left, making him extra grumpy. He's mad, embarrassed and frustrated. I'm thinking that since you are offering two bonus matches on your ticket that it might be best if you take over since he is angry with me. Thanks love and let me know if you want to trade challenging client tickets!

---

██████ Jul 21, 8:12 AM

Internal note

Thanks, ██████ Let me know if he responds to you as I have not gotten a reply. In case he hits you up, here is the background. Alexis asked me to jump in on Sunday because his voicemail was really bad and I think he left one at MS as well (he's going to bring fire to the table...you should read the transcript for kicks) ;) So ██████ said ok to offer to bonus him back fully and start fresh if that helps.

---

██████ Jul 21, 9:30 AM

Internal note

Thanks ██████

I'll read it for sure and let you know if I hear back from him. I hope he is cool working with you!


---

Support Software by **Zendesk**

# **Exhibit M**

8/26/2020

<https://tawkify.zendesk.com/tickets/143074/print> **#143074 Tawkify Customer Success Reaching Out**


<b>Submitted</b>	<b>Received via</b>	<b>Requester</b>
July 15, 2020, 3:45 PM	Web Form	Jeremy Stanfield 

<b>Status</b>	<b>Type</b>	<b>Priority</b>	<b>Group</b>	<b>Assignee</b>
Closed	-	-	Customer Success	

<b>Category</b>	<b>Customer Type</b>	<b>Customer Category</b>	<b>Regarding Matchmaker: MMID</b>
Customer Support	Client	Experience	222
<b>Experience Concerns</b>	<b>Customer: Tawkify ID</b>	<b>Scheduled Call Status</b>	<b>Ticket Type</b>
Match Quality	1418281	No	Primary Ticket

 Jul 15, 3:45 PM

Hi Jeremy,

My name is  and I'm with Tawkify's Customer Success team. I noticed you rated one of your dates 1-2 stars and want to let you know the Customer Success team is here to support you any way we can.

Getting to know someone is a learning process and in your feedback session, your matchmaker is there to understand and listen to your concerns about why this date may not have been the best fit. The more your matchmaker learns about you and your date experience, the more opportunity there is for matches to improve.

Your matchmaker will be reaching out to you shortly to discuss your concerns. Here are some useful thoughts to prepare for your feedback session:

- Why do you think your matchmaker chose this match for you?
- Have any of your priorities changed since you did your initial welcome meeting with your matchmaker?
- What qualities are you looking for in your next match?

Remember, Customer Success is always here for you. If you prefer to discuss this match with us instead of (or in addition to) with you matchmaker, feel free to respond to this email raising any concerns you have or schedule a call with me using the following link: <https://calendly.com/royah>


Warm regards,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

 Jul 15, 3:46 PM

Internal note

Supporting <https://tawkify.zendesk.com/agent/tickets/143058>**Jeremy Stanfield** Jul 15, 4:08 PM

I've already spoken to  about this and have requested that the last two dates be credited back to me and be given a new matchmaker or a full refund.

<https://tawkify.zendesk.com/tickets/143074/print>

1/2

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00005**

8/26/2020

<https://tawkify.zendesk.com/tickets/143074/print>

It boggles my mind why the last two women were set up with me. The first one was horrible and the second one was still a bad match for me. Seems like my matchmaker completely ignored my wants/needs in a potential match.

I'm not happy with the service at all at this point. I'm waiting to hear back from [REDACTED] to schedule a call. But at this point I think I just want a full refund.

Sent from my iPhone

On Jul 15, 2020, at 1:45 PM, [REDACTED] (Tawkify Customer Success) <[support@tawkify.com](mailto:support@tawkify.com)> wrote:

---

[REDACTED] Jul 16, 4:44 PM

Hi Jeremy,

Thank you for reaching out! You're correct, I see now that you and [REDACTED] have already been in communication regarding your experience, and are scheduled to talk tomorrow. You're in great hands, and she'll be able to discuss all of your concerns in detail.

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

---

[REDACTED] Jul 16, 5:05 PM

Internal note

See [REDACTED] communication/support, Primary <https://tawkify.zendesk.com/agent/tickets/142779>

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Support Software by **Zendesk**

# **Exhibit N**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>**#143649 Tawkify Customer Success Reaching Out**

**Submitted** July 19, 2020, 9:28 AM **Received via** Web Form **Requester** Jeremy Stanfield [REDACTED]

**CCs**

Cameron &lt;[REDACTED]@tawkify.com&gt;

**Status** Closed **Type** - **Priority** - **Group** CS Management [PICK A PERSON] **Assignee** [REDACTED]

Category	Escalation Type	Customer Type	Client Request	Matchmaker Concerns
Customer Support	Redacted: Privilege	Client	Wants Refund	Not Listening
Resolution Outcome	Escalation Outcome	Escalation Status	Customer Category	
Other	Online Review: Didn't Post	Pending	Experience	
<b>Regarding Matchmaker: MMID</b>		<b>Experience Concerns</b>	<b>Customer: Tawkify ID</b>	
222		Other	1418281	
<b>Scheduled Call Status</b>	<b>Ticket Type</b>			
No	Primary Ticket			

[REDACTED] Jul 19, 9:28 AM

Hi Jeremy,

My name is [REDACTED] and I'm from the Tawkify Customer Success Team. I am a Client Experience Specialist, working with clients before, during and after their experience to collect imperative feedback. I am so sorry to hear that you would like to cancel your experience and I am here to support you.

We remedy a variety of challenges every day and have a multitude of tools at our disposal. I'm so sorry that you have not had the experience you signed up for and am here to help. Are you able to discuss your experience with me so I can get a better understanding?

Here is a link to my schedule so you can choose a time that works best for you:

[https://calendly.com/laurendaddis/talk-to-\[REDACTED\]](https://calendly.com/laurendaddis/talk-to-[REDACTED])

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

[REDACTED] Jul 19, 9:29 AM

Internal note

VM <https://tawkify.zendesk.com/agent/tickets/143600>

[REDACTED] Jul 19, 10:56 AM

Hi Jeremy,

My apologies, as I just saw your communication with my colleague, [REDACTED]. I am so sorry that you have had this experience. Prior to being promoted to customer success, I was a veteran matchmaker for the company for years. I understand your frustration and your displeasure is valid.

I would love the opportunity to bonus your account back for the 2 matches you went on and start fresh with a different match maker that will take better care with your matches. I can assure you that this is not the experience

<https://tawkify.zendesk.com/tickets/143649/print>

1/18

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00105**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

we aim to provide. I hope you will reconsider and allow me to help.

Please let me know what you decide. Customer success is here to help.

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

Jul 21, 8:10 AM

Internal note

supporting ticket <https://tawkify.zendesk.com/agent/tickets/142779>

Jul 21, 8:10 AM

Hi Jeremy,

I truly care about your experience and noticed you hadn't responded so I'm following up to ensure you got my email and better understand how I can be of assistance.

Warm regards,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

**Jeremy Stanfield** Jul 21, 3:14 PM

Hello

I read through your emails and even though it seems as if you are being sincere and that you care, it seems that way with as well.

Unfortunately got on the phone with me after my first date and reassured me that the second date . That was a lie and the

I was very disappointed with her and the fact that I was set up with two people

I then complained again and asked for a second matchmaker and wanted to speak to about how she lied to me and wasted my time and money by going on that second date.

Then calls me 10 minutes late when I booked an appointment on HER schedule system and then had the audacity to tell me "she forgot the appointment was at 2 and thought it was at 3".

WOW!!! I mean I've had some bad experiences in my life with service companies, but I've NEVER had this level of incompetence and lack of genuine care or urgency to try and satisfy a rightfully upset customer.

So I let her know that I'm done with the service and that I want a full refund. She has the THE NERVE to barely say anything to me about and just give me this brief PC response and then send me a general form response about "my options".

I should have trustee my gut when the first person didn't keep her appointment with me at 12pm and text me at 12:03 telling me she was running long on an appointment. Then tried to call me 30 minutes late and then tells me she tried to call me and couldn't get through. LoL How do you try to call someone at 12, then text them at 12:03 and say you are running late??? Haha

<https://tawkify.zendesk.com/tickets/143649/print>

2/18

**CONFIDENTIAL**

**TAWKIFY\_STANFIELD\_00106**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

If you really tried to call me at 12, then your text would have said "hi we just tried to reach out to you and weren't able to connect".

That was lie number one and the first time your people didn't know how to communicate properly or follow a schedule.

Then when I was upset between the first date and second date, your people contacted me super early in the morning and suggested 11:30. I responded very quickly and asked for 12:30. I didn't get a confirmation until 12pm for the 12:30 call. Another wow! Then [REDACTED] somehow forgets to follow a basic schedule and forgets the time of the call.

Also your salesperson didn't disclose that most women want a zoom call and that it counts. All she said was they WERE doing zoom dates because of Covid, but they aren't now. The I speak to [REDACTED] and she tells me that 70% of the women want zoom first and that it counts. So clearly your salespeople and matchmakers aren't on the same page at all!

Then when I address this with [REDACTED] we go in a big circle with her telling me that I don't have to do a zoom date and to just do an in person date, but completely ignored my concern that I wouldn't be in 70% of your dating pool.

The I get these dates that are ridiculous and are clearly a way of your company just trying to use up dates for Tawkify members to increase your profit margin. It's a shady business practice and I'm appalled at what you are doing to people!

The first date [REDACTED]

I can pretty much guarantee that I wasn't why she wanted either. [REDACTED]  
[REDACTED] I have NO IDEA why anyone in their right mind would match me with this person.

The second date at least [REDACTED]

She also was [REDACTED]

She was a tawkify member and I bet I wasn't a good match for her either!

It's clear what is going on and I want no part of it. Your company has wasted my time and money going out on these bs dates and wasted my time on more than one occasion having me book time IN YOUR calendar system and being very late or just plain unprofessional and dropping the ball on basic schedule following.

I was willing to give your company another chance with another matchmaker before [REDACTED] "forgot" the time of our call and then sent me this cold dismissive form email response.

I don't trust your company or anyone I've dealt with so far! I can do MUCH BETTER on my own and have no problem finding [REDACTED]  
[REDACTED] I was hoping this would save me time and effort, but all it's done is waste my time, money and emotional effort!

I'm sure you can tell me all kinds of great and nice things about other matchmakers or whatever to get me to keep giving more and more chances. But I've given your company over 5 chances to be professional and do right by me and all I have gotten was this horrible experience!

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

I'd like a full refund processed today and if you want me to sign a non disclosure agreement or gag order to get all my money back, I'll be happy to do so.

I spoke to my attorney this morning and he suggested I offer that to your company.

Please someone respond to me today and let me know what direction you are going so that I can either proceed or put this nightmare to rest!

Thank you

Sent from my iPhone

On Jul 21, 2020, at 6:10 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

**Jeremy Stanfield** Jul 21, 3:15 PM

\*seemed that way with [REDACTED]

Sent from my iPhone

On Jul 21, 2020, at 1:14 PM, Jeremy Stanfield [REDACTED] wrote:

Hello [REDACTED]

I read through your emails and even though it seems as if you are being sincere and that you care, it seems that way with [REDACTED] as well.

Unfortunately [REDACTED] got on the phone with me after my first date and reassured me that the second date was a better fit for me [REDACTED]

I was very disappointed with her and the fact that I was set up with two people that [REDACTED]

Besides [REDACTED]

I then complained again and asked for a second matchmaker and wanted to speak to [REDACTED] about how she lied to me and wasted my time and money by going on that second date.

Then [REDACTED] calls me 10 minutes late when I booked an appointment on HER schedule system and then had the audacity to tell me "she forgot the appointment was at 2 and thought it was at 3".

WOW!!! I mean I've had some bad experiences in my life with service companies, but I've NEVER had this level of incompetence and lack of genuine care or urgency to try and satisfy a rightfully upset customer.

So I let her know that I'm done with the service and that I want a full refund. She has the THE NERVE to barely say anything to me about and just give me this brief PC response and then send me a general form response about "my options".

I should have trusted my gut when the first person didn't keep her appointment with me at 12pm and text me at 12:03 telling me she was running long on an appointment. Then tried to call me 30 minutes late and then tells me she tried to call me and couldn't get through. LoL How do you try to call someone at 12, then text them at 12:03 and say you are running late??? Haha

If you really tried to call me at 12, then your text would have said "hi we just tried to reach out to you and weren't able to connect".

That was lie number one and the first time your people didn't know how to communicate properly or follow a schedule.

<https://tawkify.zendesk.com/tickets/143649/print>

4/18

**CONFIDENTIAL**

**TAWKIFY\_STANFIELD\_00108**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Then when I was upset between the first date and second date, your people contacted me super early in the morning and suggested 11:30. I responded very quickly and asked for 12:30. I didn't get a confirmation until 12pm for the 12:30 call. Another wow! Then [REDACTED] somehow forgets to follow a basic schedule and forgets the time of the call.

Also your salesperson didn't disclose that most women want a zoom call and that it counts. All she said was they WERE doing zoom dates because of Covid, but they aren't now. The I speak to [REDACTED] and she tells me that 70% of the women want zoom first and that it counts. So clearly your salespeople and matchmakers aren't on the same page at all!

Then when I address this with [REDACTED] we go in a big circle with her telling me that I don't have to do a zoom date and to just do an in person date, but completely ignored my concern that I wouldn't be in 70% of your dating pool.

The I get these dates that are ridiculous and are clearly a way of your company just trying to use up dates for Tawkify members to increase your profit margin. It's a shady business practice and I'm appalled at what you are doing to people!

The first date [REDACTED]

I can pretty much guarantee that I wasn't why she wanted either. [REDACTED]  
[REDACTED] and I have NO IDEA why anyone in their right mind would match me with this person.

The second date [REDACTED]

She was a tawkify member and I bet I wasn't a good match for her either!

It's clear what is going on and I want no part of it. Your company has wasted my time and money going out on these bs dates and wasted my time on more than one occasion having me book time IN YOUR calendar system and being very late or just plain unprofessional and dropping the ball on basic schedule following.

I was willing to give your company another chance with another matchmaker before [REDACTED] "forgot" the time of our call and then sent me this cold dismissive form email response.

I don't trust your company or anyone I've dealt with so far! I can do MUCH BETTER on my own and have no problem finding [REDACTED]  
[REDACTED] I was hoping this would save me time and effort, but all it's done is waste my time, money and emotional effort!

I'm sure you can tell me all kinds of great and nice things about other matchmakers or whatever to get me to keep giving more and more chances. But I've given your company over 5 chances to be professional and do right by me and all I have gotten was this horrible experience!

I'd like a full refund processed today and if you want me to sign a non disclosure agreement or gag order to get all my money back, I'll be happy to do so.

I spoke to my attorney this morning and he suggested I offer that to your company.

Please someone respond to me today and let me know what direction you are going so that I can either proceed or put this nightmare to rest!

<https://tawkify.zendesk.com/tickets/143649/print>

5/18

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00109**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Thank you

Sent from my iPhone

On Jul 21, 2020, at 6:10 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

**Jeremy Stanfield** Jul 21, 3:28 PM

Here my email again with spelling fixes and autocorrect errors fixed and some context added:

Hello [REDACTED]

I read through your emails and even though it seems as if you are being sincere and that you care, it seemed thatÁ way with [REDACTED] as well.

Unfortunately [REDACTED] got on the phone with me after my first date and reassured me [REDACTED] Á  
[REDACTED] Á  
[REDACTED]

I was very disappointed with [REDACTED] and the fact that I was set up with two people that have the [REDACTED] Á  
[REDACTED]

Besides [REDACTED] Á  
[REDACTED]

I then complained again and asked for the second matchmaker that [REDACTED] offered me between dates one and twoÁ and I wanted to speak to [REDACTED] about how she lied to me and wasted my time and money by going on that secondÁ date.

Then [REDACTED] calls me 10 minutes late when I booked an appointment on HER schedule system and then had theÁ audacity to tell me "she forgot the appointment was at 2 and thought it was at 3".

WOW!!! I mean I've had some bad experiences in my life with service companies, but I've NEVER had this levelÁ of incompetence and lack of genuine care or urgency to try and satisfy a rightfully upset customer.

So I let her know that I'm done with the service and that I want a full refund. She has the THE NERVE to barelyÁ say anything to me about my concerns and just gives me this brief PC email response with a general form letterÁ response about "my options".

I should have trusted my gut when the first person didn't keep her appointment with me at 12pm and text me atÁ 12:03telling me she was running long on an appointment. Then tried to call me 30 minutes late and then tells meÁ she tried to call me and couldn't get through. LoL How do you try to call someone at 12, then text them at 12:03 and say you are running late??? Haha

If you really tried to call me at 12, then your text would have said "hi we just tried to reach out to you and weren'tÁ able to connect".

That was lie number one and NOT the last time your people didn't know how to communicate properly or follow aÁ schedule.

Then when I was upset between the first date and second date, your people contacted me super early in theÁ morning and suggested 11:30. I responded very quickly and asked for 12:30. I didn't get a confirmation untilÁ 12pm for the 12:30 call. Another wow! Then [REDACTED] somehow forgets to follow a basic schedule and forgets theÁ time of the call on this most recent attempt.

Also your salesperson didn't disclose that most women want a zoom call and that it counts. All she said was theyÁ WERE doing zoom dates because of Covid, but they aren't now. Then I speak to [REDACTED] and she tells me that 70%

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

of the women want zoom first and that it counts if it doesn't go to a physical date. So clearly your salespeople and matchmakers aren't on the same page at all!

Then when I address this with [REDACTED] we go in a big circle with her telling me that I don't have to do a zoom date and to just do an in person date, but completely ignored my concern that I wouldn't be in 70% of your dating pool.

Then I get these dates that are ridiculous and are clearly a way of your company just trying to use up dates for Tawkify members to increase your profit margin. It's a shady business practice and I'm appalled at what you are doing to people!

The first date completely ignore [REDACTED]

I can pretty much guarantee that I wasn't what she wanted either. [REDACTED]

Btw [REDACTED] agreed with me and told me I'd get credit for it and then told me bs about the second date.

The second date at least [REDACTED]

She was a full tawkify member and I bet I wasn't a good match for her either!

It's clear what is going on and I want no part of it. Your company has wasted my time and money going out on these bs dates and wasted my time on more than one occasion having me book time IN YOUR calendar system and being very late or just plain unprofessional and dropping the ball on basic schedule following.

I was willing to give your company another chance with another matchmaker before [REDACTED] "forgot" the time of our call and then sent me this cold dismissive form email response.

I don't trust your company or anyone I've dealt with so far! I can do MUCH BETTER on my own and have no problem findin [REDACTED]

[REDACTED] I was hoping this would save me time and effort, but all it's done is waste my time, money and emotional effort!

I'm sure you can tell me all kinds of great and nice things about other matchmakers or whatever to get me to keep giving more and more chances. But I've given your company over 5 chances to be professional and do right by me and all I have gotten was this horrible experience!

I'd like a full refund processed today and if you want me to sign a non disclosure agreement or gag order to get all my money back, I'll be happy to do so.

I spoke to my attorney this morning and he suggested I offer that to your company.

Please someone respond to me today and let me know what direction you are going so that I can either proceed or put this nightmare to rest!

Thank you

Sent from my iPhone

On Jul 21, 2020, at 1:14 PM, Jeremy Stanfield [REDACTED] wrote:

Hello [REDACTED]

<https://tawkify.zendesk.com/tickets/143649/print>

7/18

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00111**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

I read through your emails and even though it seems as if you are being sincere and that you care, it seems that way with [REDACTED] as well.

Unfortunately [REDACTED] got on the phone with me after my first date and [REDACTED]  
[REDACTED]  
[REDACTED]

I was very disappointed with her and the fact that I was set up with two people that [REDACTED]  
[REDACTED]  
[REDACTED]

I then complained again and asked for a second matchmaker and wanted to speak to [REDACTED] about how she lied to me and wasted my time and money by going on that second date.

Then [REDACTED] calls me 10 minutes late when I booked an appointment on HER schedule system and then had the audacity to tell me "she forgot the appointment was at 2 and thought it was at 3".

WOW!!! I mean I've had some bad experiences in my life with service companies, but I've NEVER had this level of incompetence and lack of genuine care or urgency to try and satisfy a rightfully upset customer.

So I let her know that I'm done with the service and that I want a full refund. She has the THE NERVE to barely say anything to me about and just give me this brief PC response and then send me a general form response about "my options".

I should have trustee my gut when the first person didn't keep her appointment with me at 12pm and text me at 12:03 telling me she was running long on an appointment. Then tried to call me 30 minutes late and then tells me she tried to call me and couldn't get through. LoL How do you try to call someone at 12, then text them at 12:03 and say you are running late??? Haha

If you really tried to call me at 12, then your text would have said " hi we just tried to reach out to you and weren't able to connect".

That was lie number one and the first time your people didn't know how to communicate properly or follow a schedule.

Then when I was upset between the first date and second date, your people contacted me super early in the morning and suggested 11:30. I responded very quickly and asked for 12:30. I didn't get a confirmation until 12pm for the 12:30 call. Another wow! Then [REDACTED] somehow forgets to follow a basic schedule and forgets the time of the call.

Also your salesperson didn't disclose that most women want a zoom call and that it counts. All she said was they WERE doing zoom dates because of Covid, but they aren't now. The I speak to [REDACTED] and she tells me that 70% of the women want zoom first and that it counts. So clearly your salespeople and matchmakers aren't on the same page at all!

Then when I address this with [REDACTED] we go in a big circle with her telling me that I don't have to do a zoom date and to just do an in person date, but completely ignored my concern that I wouldn't be in 70% of your dating pool.

The I get these dates that are ridiculous and are clearly a way of your company just trying to use up dates for Tawkify members to increase your profit margin. It's a shady business practice and I'm appalled at what you are doing to people!

[REDACTED]



8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Thank you

Sent from my iPhone

On Jul 21, 2020, at 1:14 PM, Jeremy Stanfield [REDACTED] wrote:

Hello [REDACTED]

I read through your emails and even though it seems as if you are being sincere and that you care, it seems that way with [REDACTED] as well.

Unfortunately [REDACTED] got on the phone with me after my first date and reassured me that the second date [REDACTED]  
[REDACTED]  
[REDACTED]

I was very disappointed with her and the fact that I was set up with two people that [REDACTED]  
[REDACTED]  
[REDACTED]

I then complained again and asked for a second matchmaker and wanted to speak to [REDACTED] about how she lied to me and wasted my time and money by going on that second date.

Then [REDACTED] calls me 10 minutes late when I booked an appointment on HER schedule system and then had the audacity to tell me "she forgot the appointment was at 2 and thought it was at 3".

WOW!!! I mean I've had some bad experiences in my life with service companies, but I've NEVER had this level of incompetence and lack of genuine care or urgency to try and satisfy a rightfully upset customer.

So I let her know that I'm done with the service and that I want a full refund. She has the THE NERVE to barely say anything to me about and just give me this brief PC response and then send me a general form response about "my options".

I should have trusted my gut when the first person didn't keep her appointment with me at 12pm and text me at 12:03 telling me she was running long on an appointment. Then tried to call me 30 minutes late and then tells me she tried to call me and couldn't get through. LoL How do you try to call someone at 12, then text them at 12:03 and say you are running late??? Haha

If you really tried to call me at 12, then your text would have said "hi we just tried to reach out to you and weren't able to connect".

That was lie number one and the first time your people didn't know how to communicate properly or follow a schedule.

Then when I was upset between the first date and second date, your people contacted me super early in the morning and suggested 11:30. I responded very quickly and asked for 12:30. I didn't get a confirmation until 12pm for the 12:30 call. Another wow! Then [REDACTED] somehow forgets to follow a basic schedule and forgets the time of the call.

Also your salesperson didn't disclose that most women want a zoom call and that it counts. All she said was they WERE doing zoom dates because of Covid, but they aren't now. The I speak to [REDACTED] and she tells me that 70% of the women want zoom first and that it counts. So clearly your salespeople and matchmakers aren't on the same page at all!

Then when I address this with [REDACTED] we go in a big circle with her telling me that I don't have to do a zoom date and to just do an in person date, but completely ignored my concern that I wouldn't be in 70% of your dating pool.

The I get these dates that are ridiculous and are clearly a way of your company just trying to use up dates for Tawkify members to increase your profit margin. It's a shady business practice and I'm appalled at what you are

<https://tawkify.zendesk.com/tickets/143649/print>

10/18

**CONFIDENTIAL****TAWKIFY\_STANFIELD\_00114**



8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Prior to being promoted to customer success, I was a veteran match maker for the company for years. It seems to me that there was a disconnect between you and your match maker. I believe chemistry is so important in this relationship. I took a look at your profile and I feel as if she didn't understand your priorities and what you are looking for. You do have the option to change to a different match maker and I'd be happy to personally oversee that as well as give you a non-refundable bonus match to make up for your bad date.

I completely understand your frustration and would like to assist in any way I can. Please let me know what you decide. I'm also available for a phone call if that works better for you.

I look forward to hearing back and helping you today.

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

**Jeremy Stanfield** Jul 22, 11:13 AM

Yes I want a full refund and it was much more than a disconnect with my matchmaker. Anyways, please refund all \$3700 of my money today.

Thanks

Sent from my iPhone

On Jul 22, 2020, at 6:18 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

[REDACTED] Jul 22, 1:32 PM

Hi Jeremy,

Your feelings are completely valid. I appreciate you taking the time to detail your experience with me. We are committed to delivering an exceptional experience and your feedback goes a long way in doing so.

Your refund has been submitted to Accounting. Once your refund is cleared it takes 45-60 days for processing and will be returned to the card used for purchase. More information can be found about the refund policy in the [Tawkify Terms of Use](#).

We appreciate the opportunity to have worked with you and wish you the best in life and love.

Warmly,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

[REDACTED] Jul 22, 1:35 PM

Internal note

3700/6 matches= \$616.67/match  
 2 dates plus one (he was mid transition when he asked to cancel)  
 refund 616.67 x 3= 1850.01

Refund submitted in HQ

\*Client will escalate when he receives refund. He is demanding full refund. Heads up!

**Jeremy Stanfield** Jul 22, 1:36 PM

Why does it take almost two months for you to refund me?

<https://tawkify.zendesk.com/tickets/143649/print>

12/18

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**TAWKIFY\_STANFIELD\_00116**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

That's ludicrous!!

Sent from my iPhone

On Jul 22, 2020, at 11:32 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

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[REDACTED] Jul 22, 4:17 PM

I apologize and understand the frustration. We are processing a higher than usual amount of refunds due to covid and are trying to expedite as quickly as we can. Thanks for understanding.

Wishing you the best.

Warmly,

[REDACTED]  
Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

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**Jeremy Stanfield** Jul 22, 4:51 PM

Well my cancellation isn't because of Covid! It's because your reps misrepresented and lied to me and ignored everything that I wanted!

This needs to be prioritized over some lame Covid cancellation!

Cancelling over Covid isn't even a legit reason to cancel if you signed up during Covid.

Unbelievable!

Sent from my iPhone

On Jul 22, 2020, at 2:17 PM, Lauren (Tawkify Customer Success) <support@tawkify.com> wrote:

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[REDACTED] Jul 23, 10:05 AM

Hi Jeremy,

The issue of delayed refunds is more so the fact that we only have one person who processes refunds and she does them in the order they're received. We are currently receiving a higher than usual amount of requests than usual. We care about each of our clients and are trying to help everyone as quickly as possible.

I appreciate your understand and again, my sincere apologies for any inconvenience this may have caused.

Warmly,

[REDACTED]  
Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

---

**Jeremy Stanfield** Jul 23, 12:10 PM

Yeah by the way your people handle themselves, I'm not surprised that you have plenty of people for sales, but only one person to handle refunds.

Understand that your company is doing shady business practices and you are misrepresenting and I have it documented on text and on voicemails.

So I'm not going to be put in some general order received! I'm not waiting 45-60 days to get my money back!

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

I'd rather not have to contact the bbb, city that holds your business license and complain to the California department of consumer affairs.

You are a nationwide company that boasts how successful you are and YOU CAN AFFORD TO HIRE MORE PEOPLE to handle this!

Sent from my iPhone

On Jul 23, 2020, at 8:05 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

[REDACTED] Jul 24, 12:32 PM

Internal note

feel like this is a threat you may want to be aware of. Multiple members of my team have flagged this individual as unstable.

[REDACTED] Jul 24, 12:39 PM

Internal note

Yeah its weird, he missed his sales call and wrote in a crazy email about it and [REDACTED] handled, read flag right there. So here's the deal I'm not breaking policy for a bully. he's gonna be refunded per the agreement and in the time we want. And, if you need to cease comm we can.

[REDACTED] Jul 27, 3:54 PM

Internal note

So for this, let's be prepared he is going to loose it when he sees we kept two matches. We need to be ready to explain policy. BUT to help him out let's ask [REDACTED] to put his refund up for Aug 17th (can you ask [REDACTED] We can thank client for his feedback and let him know we've asked for his refund to be prioritized so he should see in 21days or less.

[REDACTED] Jul 28, 11:51 AM

Hi Jeremy,

Your feelings are completely valid. I would feel the same way if I were in your shoes.

To help, I've reached out to Accounting asking them to prioritize your refund based on your experience. They let me know there's a chance they can get it out in the next three weeks or less. I will continue to work with them to prioritize your refund.

Please let me know whether there is anything else I can do. I am here to help.

Warm regards,

[REDACTED]  
Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

[REDACTED] Jul 28, 11:51 AM

Internal note

Hey [REDACTED] Per [REDACTED] note, any chance you can get this on the list for Aug 17th? Go ahead and assign back to me after.

[REDACTED] Jul 28, 12:23 PM

Internal note

Hey [REDACTED] He's on the list now for Aug 17th

**Jeremy Stanfield** Aug 1, 11:58 AM

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Why did you only refund half my money?? This is bs!! Your company is a fraud and I hand your rep telling me that those dates shouldn't have counted and that I would get credit!

Your company miss-represented themselves and I better get the rest of my money!

Sent from my iPhone

On Jul 28, 2020, at 9:51 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

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[REDACTED] Aug 3, 10:58 AM

Hi Jeremy,

I'm very sorry to hear the amount you got back wasn't what you expected. I see that you purchased a 6 match package for \$3700 and used two matches, is this correct?

Warmly,

[REDACTED]  
Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

---

**Jeremy Stanfield** Aug 3, 11:31 AM

I have your reps admitting that those two dates were horrible matches and that I will get credit back from them.

Your people misrepresented and are matching people that are clearly and admittedly not good matches. Your company has wasted so much of my time already and you think I'm just going to let you take \$1800 of my money??? Haha

I've said MULTIPLE times that my expectations was a full \$3700 refund. Perhaps you people can't read because NOBODY responded to tell me that you would be trying to charge me for the horrible service you've given!

How can you justify taking my money like that when multiple people admitted to me that those matched shouldn't have counted and that I would get credit back for them???

If I don't get the rest of my money back, be prepared to get sued and I'll make sure it's a class action and anyone else you've taken advantage of like this will also get there money back!

Sent from my iPhone

On Aug 3, 2020, at 8:58 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

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[REDACTED] Aug 4, 9:55 AM

Hi Jeremy,

I'm very sorry to hear your Tawkify experience has left you feeling this way. Your feelings are valid.

In order to assist, I do need to confirm your payment amount and the number of matches you went on. I see that you purchased a 6 match package for \$3700 and used two matches, is this correct?

Warmly,

[REDACTED]  
Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

---

**Jeremy Stanfield** Aug 4, 10:37 AM

<https://tawkify.zendesk.com/tickets/143649/print>

15/18

CONFIDENTIAL

TAWKIFY\_STANFIELD\_00119

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Are you even reading what I just said. The two dates I went on were bs and your reps admitted that and said I would get credit for both.

Meaning they don't count and I should get all my money back! This isn't about my feelings, this is about your company miss-representing itself and admitting that they didn't do there job properly.

I have this in writing from representatives at your company. Your company Is putting incompatible people together and completely ignoring what your clients want.

Your salesperson also didn't disclose that 70% of the matches don't want a date in person and want a zoom date and that it counts.

Again I have all this in writing and I'll be contacting my lawyer to start legal action against your company.

I have what I need to proceed legally and I promise you it will cost you a lot less to just give me my money back in full!

You have wasted enough of my time and you need to give me the rest of my money back or prepared to get sued and it's going to cost you A LOT MORE than the \$1800 you owe me!

Sent from my iPhone

On Aug 4, 2020, at 7:55 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

[REDACTED] Aug 4, 10:27 PM

Internal note

Hey [REDACTED] - sending this to you per our gchat conversation just now. Thank you for helping.

**Jeremy Stanfield** Aug 7, 12:43 AM

This will be my last message before I file a lawsuit against your company. I've given you fair warning and have PLENTY of things saved in writing and on my voicemail to proceed.

I PROMISE you this will cost you more than the \$1800 you are trying to steal from me with your shady business practices!

If I don't hear from someone by the end of the day tomorrow, then I will proceed with legal action!

Sent from my iPhone

On Aug 4, 2020, at 8:37 AM, Jeremy Stanfield <jeremy.stanfield@yahoo.com> wrote:

Are you even reading what I just said. The two dates I went on were bs and your reps admitted that and said I would get credit for both.

Meaning they don't count and I should get all my money back! This isn't about my feelings, this is about your company miss-representing itself and admitting that they didn't do there job properly.

I have this in writing from representatives at your company. Your company Is putting incompatible people together and completely ignoring what your clients want.

Your salesperson also didn't disclose that 70% of the matches don't want a date in person and want a zoom date and that it counts.

Again I have all this in writing and I'll be contacting my lawyer to start legal action against your company.

I have what I need to proceed legally and I promise you it will cost you a lot less to just give me my money back in full!

You have wasted enough of my time and you need to give me the rest of my money back or prepared to get sued and it's going to cost you A LOT MORE than the \$1800 you owe me!

<https://tawkify.zendesk.com/tickets/143649/print>

16/18

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**TAWKIFY\_STANFIELD\_00120**

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Sent from my iPhone

On Aug 4, 2020, at 7:55 AM, [REDACTED] (Tawkify Customer Success) &lt;support@tawkify.com&gt; wrote:

[REDACTED] Aug 7, 11:15 AM

Hi Jeremy

Thanks for making us aware of your intentions.

I will need to echo what [REDACTED] has previously told you.

Our refund policy isn't negotiable. Its agreed to multiple times, twice at account set up (screenshot below):

tawkify

Get \$100, Give \$100 Randy Rico

We know you're busy. This only takes 2-minutes. Don't waste precious time.

Email

Create a Password

Please enter an email address.

☐ By continuing, I certify that I am over 18 and have read and agreed to the [Terms of Use](#), [Privacy Policy](#), and [Refund Policy](#).

CONTINUE

You also agreed a 3rd time on July 7th (screenshot from your account):

Jeremy Stanfield

REC: [Assign Recruitment](#)

REF: [Assign Referral](#)

[View Old Profile](#)

[View Old Messages](#)

Message User

Standard Client

2020/07 - 2020/06

Match: 553957

W/ Jeannette (1232257)

1 profile views in the past 2 hours

7/7/2020 11:47 AM

User Agreement Confirmed

7/7/2020 11:47 AM

Terms of Use Confirmed

7/7/2020 11:47 AM

Refund Policy Confirmed

7/7/2020 12:04 PM

2 profile views in the past 2 hours

We offered to let you use the two matches but given where we are now I think retracting that offer is best for both parties.

Additionally, we don't refund for services rendered for any reason. You were given a non-refundable bonus match to make up for one of the two dates, but this was forfeited given you chose to refund. You agreed to this here also on July 7th by agreeing to our user agreement:

8/26/2020

<https://tawkify.zendesk.com/tickets/143649/print>

Membership: Client Former

Account: Active

Profile: Completed

Phone Verified: 06/15/2020

Email Verified: 06/15/2020

Profile Created: 06/15/2020

Profile Updated: 07/14/2020

User Agreement: 07/07/2020

Our refund policy is also available by a quick google search. The user agreement can be viewed again by clicking the date next to the User Agreement: in your account.

I'm sorry you feel that Tawkify is a scam we've been in business for over 8 years now, we have thousands of committed relationships and marriages under our belt. We wish you the best in life and love.

Thank you,

Tawkify Customer Success Team  
[customersuccess@tawkify.com](mailto:customersuccess@tawkify.com)

**Jeremy Stanfield** Aug 7, 12:01 PM

that's cool, prepared to get sued and I'll make sure it's a class action because you are clearly miss representing and taking advantage of people!

Enjoy the loss of business and money that's coming to you!!

Sent from my iPhone

On Aug 7, 2020, at 9:15 AM, [REDACTED] (Tawkify Customer Success) <support@tawkify.com> wrote:

[REDACTED] Aug 10, 11:41 AM

Internal note

I sent to [REDACTED] as an FYI going to close until we receive a notification from his legal dept.

Support Software by **Zendesk**